



LEROY D. BACA, SHERIFF

County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169

*A Tradition of Service*



November 20, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

38 November 20, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE SOLE SOURCE AGREEMENT WITH MIDEO SYSTEMS, INC.  
FOR MIDEO FORENSIC IMAGING EQUIPMENT  
MAINTENANCE AND SUPPORT SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

### **SUBJECT**

The Los Angeles County Sheriff's Department (Department) is requesting approval of a Sole Source Agreement (Agreement) with Mideo Systems, Inc. (Mideo) for the provision of maintenance and support services for the Department's Mideo forensic imaging equipment and Mideo CASEWORKS case image management software (Equipment).

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chairman of the Board to sign the attached Agreement for Mideo Forensic Imaging Equipment Maintenance and Support Services with Mideo for the period from November 29, 2012, through November 28, 2015, with an option to extend for four additional one-year periods for a maximum term not to exceed seven years with a Maximum Contract Sum not to exceed \$1,111,114.
2. Delegate authority to the Sheriff or his designee to execute Change Orders and Amendments to the Agreement as set forth throughout the Agreement, including: (1) approve assignment of the Agreement to a new contracting entity upon determining that such assignment is in the best interest of Los Angeles County (County) and execute applicable documents when the original contracting

entity has merged, been purchased, or otherwise changed; (2) modify the Agreement to include new or revised standard County contract provisions adopted by the Board as required, including all applicable documents; (3) execute any of the extension options if it is in the best interest of the County; (4) delete or add equipment, provided such change does not increase the Maximum Contract Sum; and (5) increase the Maximum Contract Sum by a total not to exceed ten percent during the Term of the Agreement due to an increase in required maintenance and support services (Services) due to the addition of new equipment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will allow the Department to continue to receive Services for the Department's Mideo Equipment. Preventative maintenance, support, and the servicing of the proprietary equipment must be performed by Mideo. The services are critical to the operational integrity of the Department's Scientific Services Bureau (SSB) and its ability to accurately capture and catalog digital forensic evidence images.

Mideo is the sole provider of Services for all Mideo Equipment in the United States. Mideo does not contract with, authorize, or otherwise certify any third party to provide support and maintenance to their proprietary Equipment.

### **Implementation of Strategic Plan Goals**

The services provided under the Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness, by allowing the Department's SSB to operate effectively, efficiently, and maintain its Mideo Equipment.

### **FISCAL IMPACT/FINANCING**

The Maximum Contract Sum of the proposed Agreement with Mideo is \$1,111,114, which includes Services for a Term of three years, plus four optional years. The annual Services is \$155,294.80 for the first year and \$159,303.15 for the remaining years, which will be paid in advance of each Agreement Term year. Funding required to provide these services will be allocated annually from the Department's operating budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Mideo is the sole provider of maintenance and support services for their proprietary equipment. On May 29, 2007, the Board approved a Sole Source Agreement with Mideo to provide Services to our Department. The existing Agreement Number 76119 expires on November 28, 2012.

The continued service of the Department's Mideo Equipment is critical to the operational integrity of the Department's SSB and its ability to accurately capture and catalog digital forensic evidence images.

The Agreement requires the Contractor to be in compliance with all Board and Chief Executive Office (CEO) requirements.

The Agreement has been reviewed and approved as to form by County Counsel.

The Chief Information Officer recommends approval of the Agreement.

### **CONTRACTING PROCESS**

On July 9, 2012, the Department submitted to the Board an Advance Notification of intent to enter into negotiations for a Sole Source Agreement with Mideo. The CEO's approved the Sole Source Checklist on July 18, 2012.

The proposed Agreement with Mideo was procured on a sole source basis since the equipment is proprietary to Mideo.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the Agreement will allow the Department to continue to receive uninterrupted Services of its Mideo Equipment and ensure the Department continues to accurately capture and catalog digital forensic evidence images.

### **CONCLUSION**

Upon approval by the Board, please return two adopted copies of this Board letter and two original executed copies of the Agreement to the Department's Contracts Unit.

Sincerely,



LEROY D. BACA  
Sheriff



RICHARD SANCHEZ  
Chief Information Officer

LDB:SB:sb

Enclosures



RICHARD SANCHEZ  
CHIEF INFORMATION OFFICER

Office of the CIO  
**CIO Analysis**

NUMBER:

**CA 12-23**

DATE:

11/1/2012

SUBJECT:

**APPROVE SOLE SOURCE AGREEMENT WITH MIDEO SYSTEMS, INC. FOR  
MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT  
SERVICES**

RECOMMENDATION:

☒ Approve

☐ Approve with Modification

☐ Disapprove

CONTRACT TYPE:

☒ New Contract

☒ Sole Source

☐ Amendment to Contract

☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software

☒ Hardware

☐ Telecommunications

☒ Professional Services

SUMMARY:

Department Executive Sponsor: Sheriff Leroy D. Baca

Description: The Sheriff's Department is requesting approval for a Sole Source Agreement (Agreement) with Mideo Systems Inc. (Mideo), to provide maintenance and support services for the Department's forensic imaging equipment and case image management software.

Contract Amount: \$1,111,114

Funding Source: Department's Operating Budget

☐ Legislative or Regulatory Mandate

☐ Subvened/Grant Funded:

***Strategic and  
Business Analysis***

PROJECT GOALS AND OBJECTIVES:

This Agreement enables continuation of maintenance and support services for the Sheriff's forensic imaging equipment and case image management software.

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**BUSINESS DRIVERS:**

The Sheriff's Scientific Services Bureau (SSB), operates one of the largest full-service crime laboratories in the United States. It provides forensic science support to all Los Angeles County law enforcement agencies, except the Los Angeles Police Department.

SSB utilizes Mideo's proprietary forensic imaging equipment and case image management software to capture and manage digital forensic evidence images. Mideo is the sole provider of maintenance and support services for this equipment and software.

The current Agreement for these services expires November 28, 2012. The new Agreement will ensure uninterrupted support for SSB's forensic imaging equipment and case image management software.

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**PROJECT ORGANIZATION:**

SSB is driving this project programmatically. The project has a dedicated Project Manager who is managing the operation.

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**PERFORMANCE METRICS:**

The proposed Agreement provides continued software, hardware, maintenance, and support services from Mideo for their forensic imaging equipment and case image management software. In addition to the regular support and maintenance, the proposed Agreement provides one annual on-site preventive maintenance service.

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**STRATEGIC AND BUSINESS ALIGNMENT:**

The proposed Agreement supports the County's Strategic Plan Goal 1, Operational Effectiveness.

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**PROJECT APPROACH:**

The proposed Agreement enables provision of ongoing vendor maintenance and support services for the Sheriff's forensic imaging equipment and case image management software.

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**ALTERNATIVES ANALYZED:**

Mideo case image management software is proprietary and Mideo is the sole provider of maintenance and support services. If the Agreement is not approved, this critical software will not have maintenance services beyond November 29, 2012. The Sheriff represents these services are critical to the operational integrity of SSB and its ability to accurately capture and catalog digital forensic evidence images.

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<b>Technical Analysis</b>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The Sheriff's Mideo solution consists of forensic workstations, case image management software, and other proprietary forensic equipment. Mideo software provides secure digital asset management for images, audio/video files, PDF's, etc., and data management capabilities that supports evidence documentation and comparative analysis for the SSB.</p>																																										
<b>Financial Analysis</b>	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <table> <tr><td>Hardware .....</td><td>\$ N/A</td></tr> <tr><td>Software.....</td><td>\$ N/A</td></tr> <tr><td>Services .....</td><td>\$ N/A</td></tr> </table> <p>Ongoing annual costs:</p> <table> <tr><td>Hardware .....</td><td>\$ N/A</td></tr> <tr><td>Software.....</td><td>\$ N/A</td></tr> <tr><td>Services .....</td><td>\$ 1,111,114</td></tr> <tr><td>Contingency .....</td><td>\$ N/A</td></tr> <tr><td><b>Sub-total Contract Costs:</b></td><td><b>\$ 1,111,114</b></td></tr> </table> <p>Other County costs:</p> <p>One-time costs:</p> <table> <tr><td>Hardware .....</td><td>\$ N/A</td></tr> <tr><td>Software.....</td><td>\$ N/A</td></tr> <tr><td>Services (ISD) .....</td><td>\$ N/A</td></tr> <tr><td>County staff (existing).....</td><td>\$ N/A</td></tr> <tr><td>County staff (net new).....</td><td>\$ N/A</td></tr> <tr><td><b>Sub-total one-time County costs:</b></td><td><b>\$ N/A</b></td></tr> </table> <p>Ongoing annual costs:</p> <table> <tr><td>Hardware .....</td><td>\$ N/A</td></tr> <tr><td>Software.....</td><td>\$ N/A</td></tr> <tr><td>Services (ISD) .....</td><td>\$ N/A</td></tr> <tr><td>Services (Contractor) .....</td><td>\$ N/A</td></tr> <tr><td>County staff (existing).....</td><td>\$ N/A</td></tr> <tr><td>County staff (net new).....</td><td>\$ N/A</td></tr> <tr><td><b>Sub-total ongoing County costs:</b></td><td><b>\$ N/A</b></td></tr> </table> <p><b>Total one-time costs:</b> \$ N/A</p> <p><b>Total ongoing annual costs:</b> <b>\$ 1,111,114</b></p>	Hardware .....	\$ N/A	Software.....	\$ N/A	Services .....	\$ N/A	Hardware .....	\$ N/A	Software.....	\$ N/A	Services .....	\$ 1,111,114	Contingency .....	\$ N/A	<b>Sub-total Contract Costs:</b>	<b>\$ 1,111,114</b>	Hardware .....	\$ N/A	Software.....	\$ N/A	Services (ISD) .....	\$ N/A	County staff (existing).....	\$ N/A	County staff (net new).....	\$ N/A	<b>Sub-total one-time County costs:</b>	<b>\$ N/A</b>	Hardware .....	\$ N/A	Software.....	\$ N/A	Services (ISD) .....	\$ N/A	Services (Contractor) .....	\$ N/A	County staff (existing).....	\$ N/A	County staff (net new).....	\$ N/A	<b>Sub-total ongoing County costs:</b>	<b>\$ N/A</b>
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<b>Risk Analysis</b>	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"><li>1. There are minimal risks to this proposed Agreement because it is a continuation of an ongoing system software maintenance and support services.</li><li>2. The Chief Information Security Officer (CISO) has reviewed the Agreement and did not identify any IT security or privacy related issues.</li></ol>
<b>CIO Approval</b>	<p>PREPARED BY:</p> <div data-bbox="446 640 1019 766"> Fred Nazarbegian, Sr. Associate CIO</div> <div data-bbox="1120 661 1404 766"><u>11-7-12</u> Date</div> <p>APPROVED:</p> <div data-bbox="438 808 1063 1008"> Richard Sanchez, County CIO</div> <div data-bbox="1120 892 1396 1008"><u>11-7-12</u> Date</div>

Please contact the Office of the CIO (213.253.5600 or [info@cio.lacounty.gov](mailto:info@cio.lacounty.gov)) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



**AGREEMENT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**MIDEO SYSTEMS, INC.**  
**FOR**  
**MIDEO FORENSIC IMAGING EQUIPMENT**  
**MAINTENANCE AND SUPPORT SERVICES**



**AGREEMENT  
FOR  
MIDEO FORENSIC IMAGING EQUIPMENT  
MAINTENANCE AND SUPPORT SERVICES**

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EXHIBIT Q - IRS NOTICE 1015

**AGREEMENT  
FOR  
MIDEO FORENSIC IMAGING EQUIPMENT  
MAINTENANCE AND SUPPORT SERVICES**

THIS AGREEMENT is entered into as of the 20th day of November, 2012 by and between the County of Los Angeles ("County") and Mideo Systems, Inc., a corporation organized under the laws of the State of California, located at 15206 Transistor Lane, Huntington Beach, California 92649 ("Contractor"), for forensic imaging system maintenance and support services for the Los Angeles County Sheriff's Department ("Department").

WHEREAS, the Department owns and utilizes specialized digital forensic imaging equipment and software to process forensic evidence; and

WHEREAS, the equipment requires preventative maintenance, support, and remedial repair services to ensure continuous operation; and

WHEREAS, the County does not have the knowledge and technical expertise necessary to provide preventative maintenance, support, and remedial repairs for the equipment; and

WHEREAS, Contractor represents that it possesses the proprietary skill, knowledge, and technical competence to provide such equipment maintenance, support, and repair services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

**1. AGREEMENT AND INTERPRETATION**

- 1.1 Agreement. This base document along with Exhibits A through Q attached hereto, any attachments or schedules attached hereto or thereto, and any fully executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following descending priority:
- 1.2.1 Exhibit A- Additional Terms and Conditions
  - 1.2.2. Exhibit B- Statement of Work
  - 1.2.3. Exhibit C- Equipment List and Price Schedule
  - 1.2.4. Exhibit D- Contractor's EEO Certification
  - 1.2.5. Exhibit E1- Contractor's Employee Acknowledgement and Confidentiality Agreement
  - 1.2.6. Exhibit E2- Contractor's Non-Employee Acknowledgement and Confidentiality Agreement
  - 1.2.7. Exhibit F- Safely Surrendered Baby Law
  - 1.2.8. Exhibit G- Jury Service Ordinance
  - 1.2.9. Exhibit H- Contractor Employee Jury Service Program Certification Form and Application for Exception
  - 1.2.10. Exhibit I- Defaulted Property Tax Reduction Program Ordinance
  - 1.2.11. Exhibit J- Certification of Completion with County's Defaulted Property Tax Reduction Program Ordinance
  - 1.2.12. Exhibit K- Contract Discrepancy Report
  - 1.2.13. Exhibit L- Attestation of Willingness to Consider Gain/Grow
  - 1.2.14. Exhibit M- Certification of No Conflict of Interest
  - 1.2.15. Exhibit N- Familiarity with the County Lobbyist Ordinance Certification
  - 1.2.16. Exhibit O- User Acknowledgement, Information Technology Assets, Computers, Networks, Systems, and Data
  - 1.2.17. Exhibit P- Invoice Discrepancy Report
  - 1.2.18. Exhibit Q- IRS Notice 1015

- 1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words “herein”, “hereof”, and “hereunder” and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words “including”, “for example”, “e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

## 2. **DEFINITIONS**

The following terms with the initial letter capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 “Agreement” has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.2 “Amendment” has the meaning set forth in Section 6 (Change Orders and Amendments).
- 2.3 “Board” means the Los Angeles County Board of Supervisors.
- 2.4 “Business Day” means Monday through Friday, excluding County observed holidays.
- 2.5 “Change Order” has the meaning set forth in Section 6 (Change Orders and Amendments)
- 2.6 “CIO” means the Los Angeles County Chief Information Officer.
- 2.7 “Contract Discrepancy Report” or “CDR” has the meaning set forth in the Statement of Work, Section 12.0.
- 2.8 “Contractor” has the meaning set forth in the preamble.

- 2.9 "Contractor Key Personnel" has the meaning set forth in Subparagraph 4.3.2.
- 2.10 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.11 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
- 2.12 "Contractor Technical Staff" has the meaning set forth in Subparagraph 4.3.2.
- 2.13 "County" has the meaning set forth in the preamble.
- 2.14 "County Counsel" means County's Office of the County Counsel.
- 2.15 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).
- 2.16 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).
- 2.17 "Deficiency" has the meaning set forth in Section 11 (Deficiencies).
- 2.18 "Department" has the meaning set forth in the preamble.
- 2.19 "Dispute Resolution Procedure" has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.20 "Equipment" means all Mideo digital forensic imaging equipment, including peripheral devices, software, and software licenses, as listed in Exhibit C (Equipment List and Price Schedule) of this Agreement.
- 2.21 "Infringement Claims" has the meaning set forth in Section 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.22 "Initial Term" has the meaning set forth in Section 7 (Term).
- 2.23 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.6 (Invoice Discrepancy Report).
- 2.24 "Jury Service Program" has the meaning set forth in Section 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.25 "Maximum Contract Sum" has the meaning set forth in Section 8 (Prices and Fees).

- 2.26 "OEM" means the original equipment manufacturer.
- 2.27 "Option Term" has the meaning set forth in Section 7 (Term).
- 2.28 "Service Reports" has the meaning set forth in Paragraph 4.4 (Reports by Contractor).
- 2.29 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.30 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) of this Agreement, together with all attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.31 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.32 "Term" has the meaning set forth in Section 7 (Term).
- 2.33 "Tools" has the meaning set forth in Section 6.0 (Materials and Tools) of Exhibit B (Statement of Work) of this Agreement.
- 2.34 "Updates" has the meaning set forth in Subparagraph 3.1.5 of Exhibit B (Statement of Work) of this Agreement.
- 2.35 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, including Exhibit B (Statement of Work) and all other Exhibits, and any fully executed Change Orders and Amendments hereto.

### **3. ADMINISTRATION OF AGREEMENT – COUNTY**

#### **3.1 County Project Director**

3.1.1 "County Project Director" for this Agreement shall be the following person:

David A. Walters, Captain  
1800 Paseo Rancho Castilla  
Los Angeles, California 90032  
Phone: (323) 260-8501  
Fax: (323) 415-3622  
Email: [DAWalter@lasd.org](mailto:DAWalter@lasd.org)



- 3.1.2 County will notify Contractor of any change in the name or address of County Project Director.
- 3.1.3 Except as set forth in Section 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

### 3.2 County Project Manager

- 3.2.1 "County Project Manager" for this Agreement shall be the following person:

Heidi Robbins, Assistant Director  
7717 Golondrinas Street  
Downey, California 90242  
Phone: (562) 940-0109  
Fax: (323) 415-1805  
Email: [hmrobbin@lasd.org](mailto:hmrobbin@lasd.org)

- 3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.
- 3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.
- 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements standards, County policy, information requirements, and procedural requirements.

- 3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position,

and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) calendar days prior to exercising its rights pursuant to this Paragraph 3.3.

- 3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

#### **4. ADMINISTRATION OF AGREEMENT – CONTRACTOR**

##### **4.1 Contractor Project Director**

- 4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Patti Crawford, Project Director  
Mideo Systems, Inc.  
15206 Transistor Lane  
Huntington Beach, California 92649  
Phone: (714) 379-3760/(800) 258-1066  
Fax: (714) 890-1339  
Email: [pcrawford@mideosystems.com](mailto:pcrawford@mideosystems.com)

- 4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.
- 4.1.3 During the Term of this Agreement, Contractor Project Director shall be available to confer or meet with the County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination. Contractor shall not bill for said conference or for attendance at required meetings.
- 4.1.4. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Director.

## 4.2 Contractor Project Manager

- 4.2.1 "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Mary Ann Payne, Project Manager  
Mideo Systems, Inc.  
15206 Transistor Lane  
Huntington Beach, California 92649  
Phone: (714) 379-3760/(800) 258-1066  
Fax: (714) 890-1339  
Email: [mpayne@mideosystems.com](mailto:mpayne@mideosystems.com)

- 4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4 (Reports by Contractor).
- 4.2.3 Contractor Project Manager shall be available to confer or meet with County's Project Manager on a quarterly basis, at a minimum, regarding Contractor performance. Contractor shall not bill for said conference or for attendance at required meetings.
- 4.2.4. Contractor shall notify County in writing of any change in the name or address of the Contractor Project Manager.

## 4.3 Approval of Contractor's Staff

- 4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Paragraphs 4.1.1 and 4.2.1. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.
- 4.3.2 During the Term of this Agreement, Contractor shall endeavor to assure the continuity of Contractor personnel performing key functions under this Agreement, including systems engineers, programmers, and equipment repair technicians, collectively, "Contractor Technical Staff," and together with Contractor Project Director and Contractor Project Manager, the

Contractor Key Personnel. Notwithstanding the foregoing, the County Project Director may require the removal of any Contractor Technical Staff.

- 4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and Contractor shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
  - 4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.
  - 4.3.5 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.
- 4.4 Reports by Contractor
- At a minimum, in order to ensure the reporting of all Work provided by Contractor, the Contractor Project Manager shall provide the County Project Manager with Service Reports, each time services are performed on any of the Equipment. Such Service Reports shall detail the Equipment problem or preventative maintenance procedure, any corrective measure(s) taken, and possible future problem(s) or service(s) required, and such other information as the County Project Director or the County Project Manager may from time to time reasonably request.

## 5. WORK

- 5.1 Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other Work as set forth herein.
- 5.2 If Contractor provides any tasks, deliverables, goods, services, or other Work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the County.

- 5.3 Contractor acknowledges that, subject to this Section 5 (Work), all Work performed under this Agreement, including pursuant to any fully executed Change Order or Amendment, is payable in accordance with the terms and conditions of this Agreement, including this Section 5 (Work), Section 8 (Prices and Fees), and Section 10 (Invoices and Payments).

## **6. CHANGE ORDERS AND AMENDMENTS**

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 6 (Change Orders and Amendments). County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1 For any change which does not materially affect the scope of Work, period of performance, price, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Project Director and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, the County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Exhibit B (Statement of Work) or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.
- 6.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to this Agreement shall be executed by Sheriff and Contractor.
- 6.3 For any change that materially affects the scope of Work, period of performance, price, or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.
- 6.4 Notwithstanding Paragraph 6.3 above, for (1) any Option Term extension of the Agreement beyond the Initial Term, and (2) modifications pursuant to Paragraph 38.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) of this Agreement, an Amendment to this Agreement shall be executed by Sheriff and Contractor.

- 6.5 Notwithstanding Paragraph 6.3 above, for any deletion or addition of Equipment to Exhibit C (Equipment List and Price Schedule) of this Agreement, a Change Order shall be executed by County Project Manager and Contractor Project Manager, provided such change does not increase the Maximum Contract Sum.
- 6.6 Notwithstanding Paragraph 6.3 above, for any additional Work required by County due to the addition of Equipment to Exhibit C (Equipment List and Price Schedule) of this Agreement which increases the Maximum Contract Sum, an Amendment to this Agreement shall be executed by Sheriff and Contractor, provided however that the total of such increases during the Term of this Agreement does not exceed ten percent (10%) of the Maximum Contract Sum.

## **7. TERM**

- 7.1 The term of this Agreement shall commence November 29, 2012 and shall terminate on November 28, 2015 (the "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 7.2 The County has the option, at the Sheriff's discretion, to extend the term of this Agreement for up to four (4) additional one (1) year periods (each an "Option Term"). Each such extension shall be in the form of a written Amendment pursuant to Paragraph 6.4 above. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 7.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 7.4 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term of this Agreement as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1 of this Agreement.

## **8. PRICES AND FEES**

### **8.1 General**

- 8.1.1 The prices and fees for this Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Agreement shall be as set forth on Exhibit C (Equipment List and Price Schedule) of this Agreement. Such prices and fees shall be firm and fixed for the Term of this Agreement.

- 8.1.2 County shall pay Contractor for the maintenance and support services required hereunder annually upon the commencement of each Agreement year in which services will be provided. Contractor shall invoice County in accordance with the requirements of Section 10, Invoices and Payments, of this Agreement.
- 8.1.3 Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.
- 8.1.4 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under this Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of the Agreement.

## 8.2 Maximum Contract Sum

- 8.2.1 The Maximum Contract Sum under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term of this Agreement, including all extensions.
- 8.2.2 The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$1,111,114.

## 9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the expiration date of the current period for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Agreement. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

## **10. INVOICES AND PAYMENTS**

### **10.1 Submission of Invoices**

Contractor shall invoice County upon the commencement of the Initial Term of this Agreement and at the commencement of each Agreement year thereafter in accordance with Paragraph 8 (Prices and Fees) of this Agreement. All invoices and supporting documents under this Agreement shall be submitted to the following addresses:

Original to:

Los Angeles County Sheriff's Department  
Scientific Services Bureau  
7717 Golondrinas Street  
Downey, California 90242

With a copy to:

Los Angeles County Sheriff's Department  
Accounts Payable  
4700 Ramona Boulevard, Room 316  
Monterey Park, California 91754

### **10.2 Detail. Each invoice submitted by Contractor shall include:**

The tasks, subtasks, deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Equipment List and Price Schedule) of this Agreement for which payment is claimed and the amount of payment therefore.

Contractor shall prepare invoice format and content in the following manner:

- a. County's Agreement number;
- b. Contractor's name and address;
- c. Billing period;
- d. Description of services provided;
- e. Itemized pricing;
- f. Total amount due; and
- g. Any additional supporting documentation and information reasonably requested by County.

### **10.3 Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of the County Project Manager, as evidenced by the County Project Manager's



countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

#### 10.4 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

#### 10.5 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

#### 10.6 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) calendar days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) calendar days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) calendar days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. None of this shall preclude County from seeking remedy from Contractor for discrepancies discovered at any time during the Term of this Agreement. A sample of the IDR form is attached to this Agreement as Exhibit P (Invoice Discrepancy Report).

#### 10.7 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

### 11. **DEFICIENCIES**

#### 11.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Equipment specifications, or mutually agreed upon industry standard, as determined by the County Project Director, in County's Project Director's sole discretion.

## 11.2 Corrective Measures

The County Project Director shall notify the Contractor Project Director of any Deficiency in writing, or if not practicable, verbally (and provided such verbal notification is reduced to writing within ten (10) calendar days) to either the Contractor Project Director or the Contractor Project Manager. Upon the earlier of (a) a notice (verbally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency.

## 11.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by the County Project Director.

## 12. LIQUIDATED DAMAGES

12.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at such person's option, in addition to, or in lieu of, other remedies provided herein, may withhold future payments or deduct pro rata from future payments to Contractor for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from future payments to the Contractor from County will be forwarded to Contractor by the County Project Director in a written notice describing the reasons for said action.

12.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are correctable over a certain time span, the County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

12.2.1 Deduct from Contractor's future payment, pro rata, those applicable portions; and/or

12.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction; and/or

12.2.3 Upon giving five (5) Business days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private

contractor, will be deducted and forfeited from the payment to the Contractor from County, as determined by County.

12.3 The action noted in this Section 12 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

12.4 This Section 12 shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in Paragraph 12.2, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

### **13. NOTICES**

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) calendar days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) calendar days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department  
Hertzberg-Davis Forensic Science Center  
1800 Paseo Rancho Castilla  
Los Angeles, California 90032  
Attention: Captain David A. Walters  
Fax: (323) 415-3622  
Email: [DAWalter@lasd.org](mailto:DAWalter@lasd.org)

with a copy to:

(2) Los Angeles County Sheriff's Department  
Assistant Director, Contracts Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, CA 91754-2169  
Attention: Susie Cousins  
Fax: (323) 415-6874  
Email: [scousin@lasd.org](mailto:scousin@lasd.org)

To Contractor: Mideo Systems, Inc.  
15206 Transistor Lane  
Huntington Beach, California 92649  
Attention: Patti Crawford  
Fax: (714) 890-1339  
Email: [pcrawford@mideosystems.com](mailto:pcrawford@mideosystems.com)

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

**14. ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

**15. SURVIVAL**

The following Sections of this Agreement shall survive its expiration or termination for any reason: Section 1 (Agreement and Interpretation), Section 2 (Definitions), Section 8 (Prices and Fees), Section 10 (Invoices and Payments), Section 12 (Liquidated Damages), Section 13 (Notices), and Section 14 (Arm's Length Negotiations). And all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions) of this Agreement shall survive its expiration or termination for any reason.

**AGREEMENT  
FOR  
MIDEO FORENSIC IMAGING EQUIPMENT  
MAINTENANCE AND SUPPORT SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By

  
Chairman, Board of Supervisors

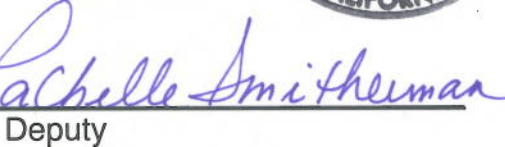
ATTEST:  
SACHI A. HAMAI  
Executive Officer  
Los Angeles County  
Board of Supervisors



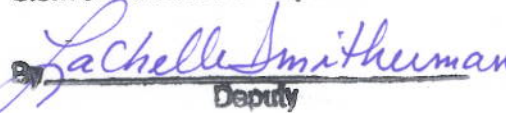
I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By

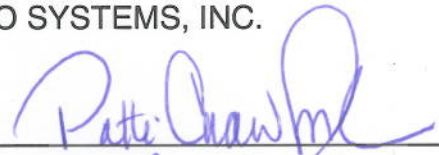
  
Deputy

By

  
Deputy

MIDEO SYSTEMS, INC.

By




Title

  
Vice President

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

By

  
Michele Jackson  
Senior Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

38

NOV 20 2012

  
SACHI A. HAMAI  
EXECUTIVE OFFICER



## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS**

### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

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## EXHIBIT A

### ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) (this "Exhibit") as used herein shall have the meanings given to such terms in Section 2 (Definitions) of the Agreement.

#### 1.0 SUBCONTRACTING

##### 1.1 General

County has relied, in entering into the Agreement, on the reputation of, and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

##### 1.2 Contractor Responsibilities

1.2.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation to properly supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County.

1.2.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.2.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by, and shall be deemed to have assumed and agreed to be bound by, each and all of the provisions of the Agreement and any fully executed Change Order or Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

- 1.2.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

## **2.0 DISPUTE RESOLUTION PROCEDURE**

### **2.1 General**

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Section 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

### **2.2 Continued Work**

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

### 2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the County Project Manager and the Contractor Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the County Project Director and the Contractor Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

### 2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedure) above, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

### 2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under the Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to

impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

### **3.0 CONFIDENTIALITY**

#### **3.1 General**

- 3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Exhibit E1 (Contractor Employee Acknowledgement and Confidentiality Agreement) of the Agreement for each of its employees performing Work under the Agreement and an executed Exhibit E2 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement) of the Agreement for each of its non-employees performing Work under the Agreement. Notwithstanding

anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses such confidential information.

### 3.2 Disclosure of Information

- 3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

### 3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of the Agreement, County shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;



- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 24.0 (Re-solicitation of Bids, Proposals, or Information).

#### 3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term of the Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

#### 3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).

#### **4.0 TERMINATION FOR INSOLVENCY**

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:
- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
  - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;
  - 4.1.3 The appointment of a receiver or trustee for Contractor; or
  - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

#### **5.0 TERMINATION FOR DEFAULT**

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the County Project Director:
- Contractor has materially breached this Agreement; or
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other Work required under this Agreement; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of

this Agreement, and, in either case, fails to demonstrate convincing progress toward a cure within five (5) Business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 5.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 5.0 (Termination for Default).
- 5.3 If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience) of this Exhibit.
- 5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **6.0 TERMINATION FOR CONVENIENCE**

### **6.1 Termination for Convenience**

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

### **6.2 No Prejudice; Sole Remedy**

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with the Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

## **7.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.0 EFFECT OF TERMINATION**

### **8.1 Remedies**

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 11 (Liquidated Damages) of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

## 8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit or Paragraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Equipment List and Price Schedule) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

## 8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

## **9.0 WARRANTY AGAINST CONTINGENT FEES**

- 9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 9.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **10.0 AUTHORIZATION WARRANTY**

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

## **11.0 FURTHER WARRANTIES**

In addition to the warranties elsewhere in this Agreement, Contractor represents, warrants and further covenants and agrees to the following:

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.
- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the Agreement, including Exhibit (Statement of Work).
- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

## **12.0 INDEMNIFICATION AND INSURANCE**

### **12.1 Indemnification**

Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

### **12.2 General Provisions for All Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 12.2 (General Provisions for All Insurance Coverage) and Paragraph 12.3 (Insurance Coverage) of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

#### **12.2.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department  
Contract Compliance Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754  
Attention: Contract Compliance Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **12.2.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.



### **12.2.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

### **12.2.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternately, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

### **12.2.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

### **12.2.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

### **12.2.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **12.2.8 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **12.2.9 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### **12.2.10 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **12.2.11 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **12.2.12 Alternative Risk Financing Programs**

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

### 12.2.13 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## 12.3 Insurance Coverage

- 12.3.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 12.3.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 12.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an **Alternate Employer Endorsement** (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## 13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

- 13.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of

any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the software or other tasks, deliverables, goods, services or other Work licensed or acquired hereunder or the operation and utilization of Contractor's Work under this Agreement (collectively in this Section 13.0 (Intellectual Property Indemnification) "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

- 13.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the software or other tasks, deliverables, goods, services or other Work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the software or other tasks, deliverables, goods, services or other Work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the software or other tasks, deliverables, goods, services or other Work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.
- 13.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Paragraph 13.2 above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the software or damages or other costs or expenses (in this Paragraph 13.3, "County's Remedial Acts"). Contractor shall indemnify County under Paragraph 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

#### **14.0 BUDGET REDUCTIONS**

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the Term of the Agreement (including any extensions), and the services to be provided by Contractor under the Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Agreement.

#### **15.0 FORCE MAJEURE**

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

#### **16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

16.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be

permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 16.9 These terms shall also apply to subcontractors of County Contractors.

#### **17.0 COMPLIANCE WITH APPLICABLE LAW**

- 17.1 In the performance of this Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference.
- 17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 17.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to

enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **18.0 FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act, for Work performed by Contractor's employees.

## **19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES**

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached as Exhibit D (Contractor's EEO Certification) of the Agreement.

19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:

19.4.1 Title VII, Civil Rights Act of 1964;

19.4.2 Section 504, Rehabilitation Act of 1973;

19.4.3 Age Discrimination Act of 1975;



19.4.4. Title IX, Education Amendments of 1973, as applicable; and

19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit.

19.6 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Agreement, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

## **20.0 NONDISCRIMINATION IN SERVICES**

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 20.0 (Nondiscrimination in Services), discrimination in the provision of

services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

## **21.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

21.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

21.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents pursuant to Paragraph 21.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

## **22.0 HIRING OF EMPLOYEES**

Contractor and County agree that, during the Term of the Agreement and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit, or (d) Contractor either announces the withdrawal of support of, or

otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

### **23.0 CONFLICT OF INTEREST**

- 23.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of the Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 23.0 (Conflict of Interest) shall be a material breach of this Agreement.
- 23.3 Contractor's Certification of No Conflict of Interest is attached as Exhibit M (Certification of No Conflict of Interest) of the Agreement.

### **24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION**

- 24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

## **25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

- 25.1 Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.
- 25.2 Contractor's Familiarity with the County Lobbyist Ordinance Certification is attached as Exhibit N (Familiarity with the County Lobbyist Ordinance Certification) of the Agreement.

## **26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

- 26.1 Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.
- 26.2 Contractor's Attestation of Willingness to Consider GAIN/GROW Participants is attached as Exhibit L (Attestation of Willingness to Consider GAIN/GROW Participants) of the Agreement.

## **27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

## **28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST**

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's

employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of the Agreement by Contractor, for which County may immediately terminate the Agreement.

**29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

**30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

30.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of the Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate the Agreement pursuant to Section 5.0 (Termination for Default) of this

Exhibit and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

### **31.0 RECYCLED-CONTENT PAPER**

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

### **32.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

#### **32.1 Jury Service Program**

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G (Jury Service Ordinance) of the Agreement. Contractor's Contractor Employee Jury Service Program Certification Form and Application for Exception is attached as Exhibit H (Contractor Employee Jury Service Program Certification Form and Application for Exception) of the Agreement.

#### **32.2 Written Employee Jury Service Policy**

32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2 For purposes of this Section 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term,

temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 32.0 (Compliance with Jury Service Program). The provisions of this Section 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

32.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term of the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

32.2.4 Contractor's violation of this Section 32.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

### **33.0 BACKGROUND AND SECURITY INVESTIGATIONS**

33.1 Each of Contractor's staff performing services under the Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the Term of the Agreement. County will not provide to

Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 33.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

#### **34.0 ACCESS TO COUNTY FACILITIES**

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

#### **35.0 COUNTY FACILITY OFFICE SPACE**

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft, or damage of any property or material left at such County office space by Contractor.

#### **36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

- 36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.
- 36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or



under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

### **37.0 FEDERAL EARNED INCOME TAX CREDIT**

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached to as Exhibit Q (IRS Notice 1015) of the Agreement. Additional copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at [www.irs.gov](http://www.irs.gov).

### **38.0 ASSIGNMENT BY CONTRACTOR**

- 38.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 38.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.
- 38.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 38.1 of this Exhibit.
- 38.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **39.0 INDEPENDENT CONTRACTOR STATUS**

- 39.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 39.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to the Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 39.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 39.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality) of this Exhibit.

### **40.0 RECORDS AND AUDITS**

- 40.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 40.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including but not limited to all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and

employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of the Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy, or transcribe such material at such outside location.

- 40.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 40.3 If, at any time during or after the Term of the Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) calendar day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum of the Agreement.

40.4 Failure on the part of Contractor to comply with any of the provisions of this Section 40.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend the Agreement.

#### **41.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES**

Contractor shall obtain, and maintain in effect during the Term of the Agreement, all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder shall obtain, and maintain in effect during the Term of the Agreement, all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department - Contracts Unit, 4700 Ramona Boulevard, Room 214, Monterey Park, California 91754-2169.

#### **42.0 NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 42.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

#### **43.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the Term of the Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

#### **44.0 COUNTY'S QUALITY ASSURANCE PLAN**

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

**45.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of the Agreement.

**46.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM**

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

**47.0 INTENTIONALLY OMITTED**

**48.0 SAFELY SURRENDERED BABY LAW**

**48.1 Notice to Employees**

Contractor shall notify and provide to its employees, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of the Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**48.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **49.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **50.0 PUBLIC RECORDS ACT**

50.1 Any documents submitted by Contractor and all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Section 40.0 (Records and Audits) of this Exhibit shall become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

50.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **51.0 WAIVER**

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

#### **52.0 GOVERNING LAW, JURISDICTION, AND VENUE**

The Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

### **53.0 SEVERABILITY**

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

### **54.0 RIGHTS AND REMEDIES**

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

### **55.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict County or the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

### **56.0 FACSIMILE**

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **57.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

57.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

57.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

57.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

57.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting an Agreement award.

#### **58.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

#### **59.0 TERMINATION FOR NON APPROPRIATION OF FUNDS**

Notwithstanding any other provision of the Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for the Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.



**60.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 60.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 60.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of the Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, attached as Exhibit I (Defaulted Property Tax Reduction Program Ordinance) of the Agreement. Contractor's certification is attached is Exhibit J (Certification of Compliance with County's Defaulted Property Tax Reduction Program Ordinance) to the Agreement.

**61.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 60.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate the Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**62.0 NOTICE OF DELAYS**

Except as otherwise provided under the Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Agreement, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

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## **EXHIBIT B**

### **STATEMENT OF WORK**

#### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

**STATEMENT OF WORK**  
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## **STATEMENT OF WORK**

### **1.0 INTRODUCTION**

- 1.1 The Los Angeles County Sheriff's Department (Department), Scientific Services Bureau, operates one of the largest full-service crime laboratories in the United States. The Sheriff's crime laboratories provide forensic science support to all Los Angeles County law enforcement agencies, with the exception of the Los Angeles Police Department. Approximately one-half of the nearly 70,000 cases submitted annually to the Crime Lab are from Sheriff's Department investigators while the remainder is from local, state, and federal police agencies. Since 1989, the Scientific Services Bureau has been an accredited laboratory through the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB).
- 1.2 Mideo is the sole source manufacturer-proprietor of the Department's Mideo digital forensic imaging equipment and software (Equipment) and provides maintenance and support services for the Equipment. To ensure that the Equipment continues to operate efficiently and effectively, it must be regularly maintained and repaired within a reasonable time frame when problems are detected.
- 1.3 Capitalized terms used in this Exhibit B (Statement of Work) not otherwise defined herein shall have the meanings given to such terms in Section 2 (Definitions) to the Agreement.

### **2.0 SCOPE OF SERVICES**

- 2.1 Contractor shall provide a full-service maintenance, support, and remedial repair program for all Equipment, inclusive of peripheral devices and software as defined in Exhibit C (Equipment List and Price Schedule) to the Agreement, and in the manner set forth in this SOW. Items excluded from coverage under the maintenance, support, and remedial repair program are defined in Paragraph 3.2 (Limitations and Exclusions) of this SOW.
- 2.2 All Work outlined in this SOW pertains only to the Equipment listed in Exhibit C (Equipment List and Price Schedule) to the Agreement, as well as any future Mideo equipment that the Department may acquire during the Term of the Agreement. The Department reserves the right to move, change, or replace Equipment with similar or like Mideo equipment.

### **3.0 EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

#### **3.1 General**

- 3.1.1 Contractor shall perform one (1) annual on-site preventive maintenance (P.M.) service call at twelve (12) month intervals for all Equipment identified in Exhibit C (Equipment List and Price Schedule) to the Agreement.
- 3.1.2 Contractor shall provide as-needed, unlimited on-site visits for repairs and/or problem resolution. Such repairs shall include all repair parts, as well as labor hours for service personnel, as required to effect the on-site repair (see Paragraph 3.4 (Incomplete/Unresolved Service Calls) of this SOW).
- 3.1.3 Contractor shall provide unlimited toll-free telephonic technical support, and/or as-needed, on-site service repair and/or problem resolution, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays.
- 3.1.4 Upon request for service by the Department, Contractor shall make every effort to correct the problem telephonically using Contractor's technical support section. In the event that such attempt is unsuccessful, or only partially successful, Contractor shall provide on-site service.
- 3.1.5 Contractor shall provide and install all Mideo software, upgrades, updates, enhancements, revisions, bug fixes, improvements, patches, and modifications, including without limitation those required in order to achieve and maintain the Equipment's compliance with applicable federal, state, and local laws, rules, regulations and ordinances, (collectively "Updates") developed during the Term of the Agreement, within ninety (90) calendar days of availability of such Updates. All such Updates shall include the provision of distribution media and end-user documentation to County. Contractor hereby grants County a perpetual, irrevocable license to use the Updates.
- 3.1.6 Contractor shall, to the fullest extent, and at no additional cost to the Department, assist and support the Department and County contractor Porter Lee Corporation in the Department's effort to create interface(s) between Contractor's CASEWORKS products and the Department's

Property, Evidence, and Lab Information Management System (PRELIMS) application.

3.1.7 Contractor shall conduct one (1) annual software refresher training session for Department technical staff (see Paragraph 4.9 (Training, County's Technical Staff) of this SOW).

3.1.8 Contractor shall provide loaner equipment, as required by County Project Director, for use while Department's Equipment is being repaired (see Subparagraph 3.4.1 (Loaner Equipment) of this SOW).

### 3.2 Limitations and Exclusions

3.2.1 The County recognizes that Contractor's maintenance and repair program does not apply to any Equipment that has been:

- a. Subjected to misuse, abuse, neglect, improperly installed, repaired, altered, adjusted, cleaned, or tampered with by any person other than authorized Mideo service personnel;
- b. Improperly stored, dropped, or been subjected to excessive shock;
- c. Damaged by fire, lightening, accidents, or disasters;
- d. Connected to other equipment that is not approved by Mideo.

3.2.2 County Project Director or County Project Manager, at his/her sole discretion, will determine which Equipment is to be excluded.

### 3.3 Addition/Deletion of County Mideo Equipment

3.3.1 The County, at its sole discretion, reserves the right to add or delete Equipment to the Agreement, which are of a similar type to those items identified in Exhibit C (Equipment List and Price Schedule) to the Agreement.

3.3.2 Pricing for maintenance, support, and remedial repair services for such items shall be determined by mutual agreement of the parties and shall be consistent with prices

set forth in Exhibit C (Price List and Equipment Schedule) to the Agreement for like Equipment items.

3.3.3 Additions and deletions of Equipment shall be memorialized as provided for in Section 6 (Change Orders and Amendments) to the Agreement.

#### 3.4 Incomplete/Unresolved Service Calls

If a service call is incomplete because parts must be ordered, the Contractor's service technician shall provide a service ticket which shall provide a full written description of the part(s) to be ordered, the expected delivery date of the part(s), as well as an expected return-to-service date for the Equipment in question. The service ticket is to be signed by the County Project Manager or on-site designee.

##### 3.4.1 Loaner Equipment

3.4.1.1 For incomplete/unresolved service calls that are not, or cannot be resolved within seventy-two (72) hours, Contractor shall provide the Department with loaner replacement equipment (loaner equipment) until such repairs have been effected to the original Equipment, in accordance with this Subparagraph 3.4.1 (Loaner Equipment) of this SOW, as well as with Subparagraph 3.1.8 and Paragraph 6.2 (Material Standards; Maintenance, Repairs, Upgrades) of this SOW.

3.4.1.2 It is intended that any loaner equipment as defined in this Subparagraph 3.4.1 (Loaner Equipment) of this SOW be used on a temporary basis only. If the original failed Equipment cannot be repaired within ten (10) Business Days, Contractor shall replace the Equipment with new or overhauled-certified new equipment, subject to approval of the County Project Director or the County Project Manager and the conditions outlined in Paragraph 6.2 (Material Standards; Maintenance, Repairs, Upgrades) of this SOW.

3.5 Contractor may require that malfunctioning Equipment be returned to Contractor to effect repairs. In such case, Contractor shall issue a Return Merchandise Authorization (RMA) number to the Department for said Equipment. Contractor shall pay all round-trip freight costs (3-day delivery service, UPS, or FedEx). Contractor shall effect said repairs, or replace the malfunctioning Equipment with new or reconditioned identical equipment, in accordance with Paragraph 6.2 (Material Standards; Maintenance, Repairs,

Upgrades) of this SOW, within ten (10) Business Days of receipt of said Equipment from the Department. Contractor shall provide loaner equipment as defined in Subparagraph 3.4.1 (Loaner Equipment) of this SOW while Equipment is undergoing any such repairs.

- 3.6 In lieu of Contractor's requirement that malfunctioning Equipment be shipped to Contractor's facility for repairs, Contractor may, at the direction of the County Project Manager, elect to dispatch a service technician to Department's facility to effect said repairs, in which case such on-site service response time shall not exceed seventy-two (72) business hours from the time a service call is placed.

#### **4.0 CONTRACTOR'S RESPONSIBILITIES**

##### **4.1. Establishment of Preventative Maintenance Schedule**

Contractor and Department shall agree upon a tentative yearly on-site P.M. service call schedule. Contractor shall contact the County Project Manager one (1) calendar week prior to conducting any scheduled P.M. service call date.

- 4.2 Contractor shall provide to County Project Director both a Quality Control Plan and a Quality Assurance Plan in accordance with Sections 7.0 (Quality Control Plan) and Section 8.0 (Quality Assurance Plan) of this SOW.
- 4.3 The Contractor Project Manager shall be available to meet or confer with the County Project Manager, on a quarterly basis, regarding Contractor performance, at no additional cost to County.
- 4.4 The Contractor Project Director shall be available to meet or confer with the County Project Director, at least monthly, to review project progress and discuss project coordination, at no additional cost to the County.
- 4.5 Contractor shall operate and maintain a local repair facility stocked with a complete inventory of replacement parts for the Equipment listed in Exhibit C (Equipment List and Price Schedule) to the Agreement. The local repair facility shall be subject to inspection by the Department at any time.
- 4.6 Contractor shall operate and maintain an office with a telephone in the company's name where Contractor conducts business.
- 4.7 At least one (1) Contractor employee must be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, to respond



to inquiries and complaints, which may be received about the Contractor's performance. Contractor shall provide an answering service to receive calls outside of normal business hours. Contractor shall respond to calls received by the answering service after normal business hours on the next Business Day.

#### 4.8 Service Calls – Equipment Documentation

4.8.1 Contractor shall maintain a complete service-call tracking system, including appropriate documentation, for each Equipment item covered under this Agreement. Contractor's service-call tracking system shall at a minimum record the following:

- a. Dates and times service calls are placed;
- b. Dates and times service calls are dispatched and completed;
- c. Facility from which service call is placed;
- d. Name of the person who placed the service call;
- e. Make, model, and serial number of Equipment serviced;
- f. Description of problem reported;
- g. Description of Work completed or disposition of Work in progress, including a listing of parts replaced or placed on order (see Paragraph 3.4 (Incomplete/Unresolved Service Calls) of this SOW);
- h. Complete, documented, service history of each piece of Equipment;
- i. Service technician's full printed name; and
- j. Agreement number.

4.8.2 Within thirty (30) Business Days of completion of each P.M. or repair service call, Contractor's service technicians shall provide the County Project Manager a completed service ticket for each call, unless otherwise approved by the County Project Manager. Service tickets can be emailed to:

Los Angeles County Sheriff's Department  
Scientific Services Bureau  
Attention: Heidi M. Robbins, Assistant Director  
Email: [hmrobbin@lasd.org](mailto:hmrobbin@lasd.org)

Service tickets shall include:

- a. The service date;
- b. Service location;

- c. Make, model, and serial number of Equipment serviced;
- d. Description of Work completed or disposition of Work in progress, including a listing of parts replaced or placed on order (see Paragraph 3.4 (Incomplete/Unresolved Service Calls) of this SOW;
- e. Service technician's full printed name; and
- f. Service technician's signature.

4.8.3 Contractor shall, upon request, and within one (1) Business Day of such request, provide the County Project Manager with any requested information listed in Subparagraph 4.7.1 of this SOW regarding service calls/history of the Equipment.

#### 4.9 Training, Contractor's Staff

4.9.1 Contractor shall ensure that all Contractor employees providing services under this Agreement are trained and qualified in their assigned tasks relative to the Agreement, and have met the established Quality Control Standards of Contractor, as approved by the Department, pursuant to Section 7.0 (Quality Control Plan) of this SOW.

4.9.2 Contractor shall ensure that all Contractor employees providing services under the Agreement are trained in the safe handling of Contractor's equipment and tools, and in said regard, have met the established Quality Assurance Standards of Contractor, as approved by the Department, pursuant to Section 8.0 (Quality Assurance Plan) of this SOW.

#### 4.10 Training, County's Technical Staff

Contractor shall provide one (1) annual software 'refresher' class to County technical employees. The annual software refresher class shall be scheduled at the discretion of the County Project Manager. The annual software refresher class shall be provided during normal business hours, at a Department facility, to be determined by the County Project Manager.

## **5.0 CONTRACTOR'S STAFF**

- 5.1 Contractor shall staff one (1) Contractor Project Director and one (1) Contractor Project Manager to the project. The duties of the Contractor Project Director and Contractor Project Manager are briefly described in Paragraph 4.1 (Contractor Project Director) and Paragraph 4.2 (Contractor Project Manager) to the Agreement.
- 5.2 Contractor shall ensure that both the Contractor Project Director and Contractor Project Manager are able to receive telephonic communication from the Department, as needed, Monday through Friday, during normal business hours. The Contractor Project Manager shall act as a central point of contact with the Department.
- 5.3 Contractor shall provide to the County Project Manager, upon request and if applicable, any and all professional licenses and/or certificates of Contractor's staff as related to the maintenance, repair, and operation of the Equipment described herein, and throughout the Agreement. Further, Contractor shall annually provide, upon request, all updated documents described above, to the County Project Manager.
- 5.4 Contractor's staff providing services under this Agreement shall wear Contractor-provided photo identification badges at all times while conducting business at Department facilities.
- 5.5 All Contractor staff performing services under the Agreement shall execute Exhibit O (User Acknowledgement, Information Technology Assets, Computers, Networks, Systems Data) to the Agreement. A completed Exhibit O shall be delivered to the County Project Manager prior to the Contractor staff providing services under the Agreement.
- 5.6 The conditions outlined in this Section 5.0 (Contractor's Staff) of this SOW are supplemental to those listed in Section 4.0 (Contractor's Responsibilities) to this SOW and elsewhere in the Agreement.

## **6.0 MATERIALS AND TOOLS**

### **6.1 Contractor's Materials and Tools**

- 6.1.1 The purchase of all materials, tools, and diagnostic equipment (collectively "Tools") needed to provide the required Work under this Agreement is the responsibility of Contractor.
- 6.1.2 Contractor shall maintain all of its Tools in accordance with Occupational Safety and Health Act (OSHA), or other regulatory standards, as they may apply, and shall check said Tools before use for safety and functionality.
- 6.1.3 Contractor shall ensure that all Contractor's staff wear safety and protective gear in accordance with OSHA and/or other regulatory employee safety standards.

### **6.2 Material Standards (Maintenance, Repairs, Upgrades)**

- 6.2.1 Contractor shall use either original equipment manufacturer ("OEM") parts or alternates that meet or exceed OEM standards in the provision of maintenance and repair services required herein. Contractor shall bear financial liability for any damages that may result from the use or installation of said parts, and shall bear the expense of repairing or replacing damaged Equipment or property.
- 6.2.2 When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers may be used, provided they are of the same type and of equal quality. The County Project Director or County Project Manager shall be the sole judge as to "equal". All materials and Equipment shall be new, of an approved type, or certified overhauled, and installed as recommended by the manufacturer. All materials and Equipment shall be properly tested, regulated, adjusted, and placed in proper operating condition before the Work can be accepted.

## **7.0 QUALITY CONTROL PLAN**

- 7.1 Contractor shall establish and utilize a comprehensive Quality Control Plan. Contractor shall submit the Quality Control Plan to the County Project Manager within fifteen (15) Business Days after the effective date of the Agreement.

- 7.2 The Quality Control Plan shall be used to ensure compliance with all contract administrative requirements. All quality control documentation shall be provided to the Department upon request. The plan shall include, but may not be limited, to the following:
- a. Activities to be monitored to ensure compliance with all Agreement requirements;
  - b. Method of monitoring technical staff to ensure that Agreement requirements are being met;
  - c. Samples of forms to be used in monitoring (employee time records, employee sign-in/out sheets, etc.);
  - d. Frequency of monitoring; and
  - e. The method for recording all inspections to be conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

## **8.0 QUALITY ASSURANCE PLAN**

- 8.1 Contractor shall establish and utilize a comprehensive Quality Assurance Plan. Contractor shall submit the Quality Assurance Plan to the County Project Manager within fifteen (15) Business Days after the effective date of the Agreement. The Quality Assurance Plan and methods must provide adequate confidence to the Department that the services to be rendered will satisfy the outcomes identified by Contractor
- 8.2 The Quality Assurance Plan must also outline Contractor's training programs, respective of the services to be provided herein, as well as training and qualifying standards used to ensure that all technicians are equipped in the safe handling and usage of Contractor's equipment and materials (tools).

## **9.0 CONTRACTOR'S DAMAGES / CLEANUP**

- 9.1 All damages incurred to Equipment by Contractor shall be repaired or replaced at Contractor's expense.
- 9.2 In the event of damages incurred to Equipment by Contractor, the provisions of Exhibit A (Additional Terms and Conditions), Section 36.0 (Damage to County Facilities, Buildings, or Grounds) to the Agreement shall apply.

- 9.3 Upon completion of Work, Contractor shall remove remaining excess materials from the Equipment. Contractor shall clean off and remove any dirt, stain, or residue from the Equipment caused by Work under the Agreement.

## **10.0 WARRANTIES**

In addition to the other warranties provided elsewhere in the Agreement:

### **10.1 Warranty of Professional Skills and Performance**

10.1.1 Contractor warrants that all Work performed under the Agreement will be performed in a timely and professional manner, using only qualified, skilled, or OEM trained maintenance technicians, specifically qualified to maintain and repair the Equipment listed in Exhibit C (Equipment List and Price Schedule) to the Agreement.

10.1.2 Contractor warrants that all tasks, deliverables, services, and other Work provided shall conform to the specifications for, and to the standards set, by each respective OEM for the Equipment listed in Exhibit C (Equipment List and Price Schedule) to the Agreement, for the same or similar tasks, deliverables, services, and other Work.

### **10.2 Warranty to Maintain Equipment within Specifications**

Contractor warrants that Contractor will maintain the Equipment listed in Exhibit C (Equipment List and Price Schedule) to the Agreement free from defects in workmanship and materials so that all Equipment shall conform to the performance capabilities, characteristics, specifications, functions, and standards, applicable thereto, as published by the OEM thereof.

## **11.0 ACCEPTABILITY OF WORK**

11.1 All Work performed by Contractor shall be performed in a professional manner, and must be acceptable to the County Project Director and County Project Manager.

11.2 All Work performed by Contractor shall be completed within time frames specified in Section 3.0 (Equipment Maintenance Program) of this SOW (and further defined in Paragraph 3.4 (Incomplete/Unresolved Service Calls), Paragraph 3.5, and Paragraph 3.6 of this SOW), unless otherwise approved by the County Project Director.

- 11.3 All Work performed by Contractor shall be of a quality specified in both Paragraph 6.2 (Material Standards; Maintenance, Repairs, Upgrades) and Section 8.0 (Quality Assurance Plan) of this SOW.

## **12.0 CONTRACT DISCREPANCY REPORT**

- 12.1. Verbal notification of a contract discrepancy will be made to the Contractor Project Manager as soon as possible.
- 12.2 The County Project Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. The CDR form is attached as Exhibit K (Contract Discrepancy Report).
- 12.3 Upon Contractor's receipt of a CDR, Contractor shall respond in writing to the County Project Manager within ten (10) Business Days, acknowledging the reported discrepancy or presenting contrary evidence. A plan for correction of all discrepancies identified in the CDR shall be submitted to the County Project Manager within ten (10) Business Days.

## **13.0 MEETINGS**

At various times throughout the Term of the Agreement, Contractor may be required to attend meetings called by the Department, at no additional cost to County. The purpose of these meetings will be to discuss and resolve problems, and/or readjust assignments and working schedules to meet new needs. Contractor will be given written notice seven (7) Business Days prior to the meeting as to the date, time, and location.

\* \* \* \* \*

## **EXHIBIT C**

### **EQUIPMENT LIST AND PRICE SCHEDULE**

#### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**



			Los Angeles County Sheriff's Department					
			Mideo Forensic Imaging Equipment Maintenance and Support Services					
			Exhibit C - Equipment List and Price Schedule - Part I					
Department Section	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date (Warreanty)	11/29/12 - 11/28/13 Year 1	11/29/13 - 11/28/14 Year 2	11/29/14 - 11/28/15 Year3
Firearms (existing) System 1	31065489	Sept., 2005			Expired			
			Lumenera Inf4	S# 00170262				
			Lumenera Inf3					
			Computer - 4	69166 shuttle				
			17" Monitor- 4	LCD 92VX#71K46856NA				
			Adapters - 5	OK				
			Adapters - 1	OK				
			Software	CASEWORKS 2.0.7.126				
System 2		Sept., 2005			Expired			
			Lumenera Inf4	S#0017258				
			Lumenera Inf3					
			Computer	57340 shuttle				
			Monitor	LCD 72V#55161594NA				
			Software	CASEWORKS 2.0.7.126				
Systems 3		Sept., 2005			Expired			
			Lumenera	S#00170266				
			Computer	57388 Shuttle				
			Monitor	LCD72V#55161594NA				
			Software	CASEWORKS 2.0.7.126				
System 4		Sept., 2005			Expired			
			Lumenera	S#00170261				
			Computer	57388 Shuttle				
			Monitor	LCD72V#54151600NA				
			Software	CASEWORKS 2.0.7.126				
TOTALS						\$ 4,175.00	\$ 4,175.00	\$ 4,175.00
BioExpert	3004751	6/29/2000	Canon Camera		Expired	\$ 3,642.40	\$ 3,642.40	\$ 3,642.40
		Upgraded 9/27/05	Monitor					
			Stereo Scope					
			Software	CASEWORKS 2.0.7.126				
Firearms P.O. #31100349	W9052 Rev2	April, 2007	Forensic Workstation 1			\$ 7,625.40	\$ 7,625.40	\$ 7,625.40
			Workbench	OK				
			Computer	69167 Shuttle				
			24" monitor	HP LP2465#CNK7040WCW				
			FlexArm	OK				
			Digital Macro Camera	Canon G7 #4421201667				
			Auxillary lenses	OK				
			SZ6145 StereoMicroscope	OK				
			Ball Bearing Boom Arm w/illum plate	OK				
			Illuminator	702010				
			3.3 MP MicroCamera	Q18804				
			19" monitor	NA				
			Camera Column	KAISER				
			3.3 Digital camera	Infinity2 #00174895				
			50mm lens	fujinon HF50SA				
			ASL filter kit	OK				
			LED Lighting System	OK				
			Software	CASEWORKS 2.0.7.126				
Firearms P.O. #31100349			For Existing Comparison Scopes					
			Software - 4	CASEWORKS 2.0.7.126				
			3.3 digital cameras - 3	Infinity 4 00170257				
			computers -3	57339 Shuttle				
			monitor mts - 3	OK				
			19"monitors -3	OK				

Department Section	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/12 - 11/28/13	11/29/13 - 11/28/14	11/29/14 - 11/28/15
Firearms	W8801	April, 2007	Mideo/Leica Systems			\$ 4,112.00	\$ 4,112.00	\$ 4,112.00
			Inf 3.3 cameras - 4	S#00174900				
				S#00174897				
				S#00174898				
				S#00179346				
			Computers (4)	S#69169 shuttle				
				Demo shuttle				
				New tower S#85023				
				595470 shuttle				
			monitors - 4	Dell CN05Y2327161846ABAW9				
				NEC LCD92VX#71K46311				
				NEC LCD92VK#71K46331NA				
				NEC LCD92VK#71K48348NA				
			Software - 4	CASEWORKS 2.0.7.126				
				CASEWORKS 2.0.7.126				
				CASEWORKS 2.0.7.126				
				CASEWORKS 2.0.7.126				
Firearms	W9050	April, 2007	Mideo/Olympus Systems			\$ 1,228.00	\$ 1,228.00	\$ 1,228.00
			Inf 3.3 camera	Infinity4 00170058				
			computer	69168 Shuttle				
			monitor	NEC LCD 92VK#73K52090NA				
			Software	CASEWORKS 2.0.7.126				
		Software Only						
			FSC-FA-31	CASEWORKS 2.0.7.126				
			FSC-FA-43	CASEWORKS 2.0.7.126				
			FSC-FA-44	CASEWORKS 2.0.5.89 replaced				
			FSC-FA-47	CASEWORKS 2.0.7.126				
			FSC-FA-48	CASEWORKS 2.0.7.126				
			FSC-FA-49	CASEWORKS 2.0.7.126				
			FSC-FA-50	CASEWORKS 2.0.7.126				
			FSC-FA-51	CASEWORKS 2.0.7.126				
			FSC-FA-52	CASEWORKS 2.0.7.126				
			FSC-FA-53	CASEWORKS 2.0.7.126				
			FSC-FA-55	CASEWORKS 2.0.7.126				
			FSC-FA-59	CASEWORKS 2.0.7.126				
			FSC-FA-67	CASEWORKS 2.0.7.126				
			SSB-FA-35	CASEWORKS 2.0.5.89 replaced				
			SSB-FA-36	CASEWORKS 2.0.5.89 replaced				
			FSC-FA-60	CASEWORKS 2.0.7.126				
			SSB-LP-56	CASEWORKS 2.0.7.126				
			FSC-SUPV-JPC	CASEWORKS 2.0.7.126				
		April, 2007						
NARCO	W9106				Expired	\$ 14,557.06	\$ 14,557.06	\$ 14,557.06
P.O. #31101925		Software	EZDoc Plus - 1	CASEWORKS				
			EZDoc Plus Upgrades - 10	CASEWORKS				
			EZDoc Plus Viewers - 47	CASEWORKS				
	West Covina	Benchtop System 1	Benchtop	OK				
			Flexarm	OK				
			Computer	SD32G2BORO733F00204				
			Monitor Mount	OK				
			19" monitor	S75MO7942NA				
			Macro Camera	4721301622				
			Illuminator	OK				
	West Covina	Benchtop System2	Benchtop	OK				
			Flexarm	OK				
			Computer	SD32G2BORO709F00243				
			Monitor Mount	OK				
			19" monitor	576MO7683NA				
			Macro Camera	4721301414				
			Illuminator					

Department Section	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/12 - 11/28/13	11/29/13 - 11/28/14	11/29/14 - 11/28/15
	Downey	<b>Benchtop System 3</b>	Computer	SD32G2BORO709F00241				
			19" Monitor	71K46326NA				
			Macro Camera	4721301396 Canon PC1210				
			Camera Mt. adapter	OK				
	Downey	<b>Benchtop System 4</b>	Computer	SD32G2BORO72300109				
			19" Monitor	76M07257NA				
			Macro Camera	4721301420 Canon PC1210				
			Camera Mt. adapter	OK				
	Downey	<b>Benchtop System 5</b>	Computer	SD32G2BORO723F00200				
			Monitor	76M07684NA				
			Macro Camera	4721301424 Canon PC1210				
			Camera Mt. adapter	OK				
	Downey	<b>Benchtop System 6</b>	Computer	SD32G2BORO723F00197				
			Monitor	76M07674NA				
			Macro Camera	4721301132 Canon PC1210				
			Camera Mt. adapter	OK				
	Lancaster	<b>Benchtop System 7</b>	Computer	SD32G2BORO733F00080				
			Monitor	76M07936NA				
			Macro Camera	4721301391				
			Camera Mt. adapter	OK				
	Lancaster	<b>Benchtop System 8</b>	Computer	SD32G2BORO733F00265				
			Monitor	76M07265NA				
			Macro Camera	4721301397				
			Camera Mt. adapter	OK				
	Century	<b>Benchtop System 9</b>	Computer	SD32G2BORO723F00071				
			Monitor	76M07878NA				
			Macro Camera	4721301392				
			Camera Mt. adapter	OK				
	Century	<b>Benchtop System 10</b>	Computer	SD32G2BORO723F0097				
			Monitor	S76M07649NA				
			Macro Camera	4221202037				
			Camera Mt. Adapter	OK				
	CPE	<b>Benchtop System 11</b>	Computer	69726				
			Monitor					
			Macro Camera	4521300121				
			Camera Mt. Adapter	OK				
<b>Biology (existing)</b>	<b>PP40507</b>	<b>5-Feb-98</b>			<b>Expired</b>	<b>\$ 3,084.75</b>	<b>\$ 3,084.75</b>	<b>\$ 3,084.75</b>
		<b>Upgraded 9/27/05</b>	Canon G6					
			Lumenera Camera					
			Computer					
			Monitor					
			Olympus Microscope					

Department Section	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/12 - 11/28/13	11/29/13 - 11/28/14	11/29/14 - 11/28/15
	31074195	Feb. 2006	Software		Expired	\$ 2,291.90	\$ 2,291.90	\$ 2,291.90
		Upgraded 9/27/05	Mobile Cart	OK				
			FlexArm	OK				
			SZ6145 Microscope	160027				
			Boom Stand	OK				
			Illuminator & Ring Light	F31221				
			Canon G7	4321202780				
			MP 3.3 RTVCamera	169336				
			Computer	68711 Shuttle				
			19" Monitor	Viewsonic VG920PT1061762913				
			Monitor Mount	OK				
			Software	CASEWORKS 2.0.7.126				
	31074219	2/2/2006	Software - lites -11		Expired	\$ 2,299.00	\$ 2,299.00	\$ 2,299.00
	31076022	3/20/2006	Motorized Sperm Cell		Expired	\$ 6,602.80	\$ 6,602.80	\$ 6,602.80
		System 1	BX45 microscope	6A21617				
			Motorized Stage System	Prior Optiscan 53102				
			Computer	61640 Shuttle				
			19" monitor	NECLCD92VX5ZD00258NA				
			Flashpoint Video Card	OK				
			DXC 990 Camera	120047				
			Motorized Sperm Cell	52028				
			Software	CASEWORKS 2.0.7.126				
		System 2	Motorized Sperm Cell					
			BX45 microscope	6A21616				
			Motorized Stage System	Prior Optiscan 53898/52030				
			Computer	61639 Shuttle				
			19" monitor	NEC LCD92VX5ZD00259NA				
			Flashpoint Video Card	OK				
			DXC 990 Camera	120046				
Biology	W9029	April, 2007	Software lites - 20	CASEWORKS 2.0.7.126	Expired	\$ 5,998.50	\$ 5,998.50	\$ 5,998.50
P.O. #31100412	W9026	April, 2007	Sperm Cell ID System		Expired	\$ 3,333.80	\$ 3,333.80	\$ 3,333.80
P.O. #31100340			BX45 scope	72C22662				
			3 axis stage	R371700				
			Controller	60013				
			Joystick	R0471806				
			Keypad	59987				
			computer	68712				
			3CCD camera	120165				
			Video Card	OK				
			Cables	OK				
			Software (EZDoc Plus)	CASEWORKS 2.0.7.126				
P.O. #31100340	W9027	April, 2007	BioExpert Upgrade		Expired	\$ 775.10	\$ 775.10	\$ 775.10
			Mobile Cart	OK				
			Monitor Mount	OK				
			Flexarm Upgrade	OK				
			Macro Aux lenses for G6	OK				
			Computer	68709Shuttle				
			Boom Arm	OK				
			.5X lens	OK				
P.O. #31100340	W9028	April, 2007	Forensic Workstation1		Expired	\$ 4,050.39	\$ 4,050.39	\$ 4,050.39
			Workbench - 72"	OK				
			FlexArm with Clamp	OK				
			Macro Digital Camera - G7	(21) 4321202779				
			Lenses	OK				
			LED lighting with Clamps	OK				
			Computer	68709				
			24" Monitor	CNK7050WCC				
			EZDoc Plus	CASEWORKS 2.0.7.126				

Department Section	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/12 - 11/28/13	11/29/13 - 11/28/14	11/29/14 - 11/28/15
			<b>Forensic Workstation 2</b>					
			Workbench- 72"	OK				
			FlexArm with Clamp	OK				
			Macro Digital Camera G7	(21) 4321202780				
			Lenses	OK				
			LED lighting with Clamps	OK				
			Computer	68710				
			24" Monitor	CNK7020J97				
			EZDoc Plus	CASEWORKS 2.0.7.126				
<b>Trace (Existing)</b>	<b>PP40507</b>	<b>2/5/1998</b>	<b>BioExpert</b>		<b>Expired</b>	<b>\$ 3,084.75</b>	<b>\$ 3,084.75</b>	<b>\$ 3,084.75</b>
		Upgraded 9/27/05	Canon	G6 0521202278				
			Lumenera	RTV-010 7A-1532				
			Computer	60521 Shuttle				
			Monitor	OK				
			Microscope	SZ61				
			Software	CASEWORKS 2.0.7.126				
<b>Trace</b>	<b>W8949D</b>	<b>April, 2007</b>	<b>Forensic Workstation 1</b>		<b>Expired</b>	<b>\$ 4,470.88</b>	<b>\$ 4,470.88</b>	<b>\$ 4,470.88</b>
<b>P.O. #31100367</b>			Workbench - 72"	OK				
			Computer	81847				
			24" monitor	HP LP2465				
			FlexArm	OK				
			Digital Camera - G7	2921001776				
			Aux Lens	OK				
			SZX-7 Microscope	OK				
			Stand with LED Illumination	OK				
			Positioning Stage	OK				
			Motorized Boom Arm with column	OK				
			Focus Block Mount Bonder Arm	OK				
			3.3 Digital camera	Q16974				
			Illuminator	OK				
			Camera Column	OK				
			5.0 Digital Camera	Q15698				
			50mm lens	OK				
			ASL filter kit	OK				
			LED Lighting System	Zylight				
			EZDoc Plus Software	CASEWORKS 2.0.7.126				
<b>P.O. #31101906</b>			<b>Forensic Workstation2</b>		<b>Expired</b>	<b>\$ 4,470.88</b>	<b>\$ 4,470.88</b>	<b>\$ 4,470.88</b>
			Workbench - 72"	OK				
			Computer	81848				
			24" monitor	HP LP2465				
			FlexArm	OK				
			Digital Camera - G7	4521300128				
			Aux Lens	OK				
			SZX-7 Microscope	6K15632				
			Stand with LED Illumination	OK				
			Positioning Stage	OK				
			Motorized Boom Arm with column	OK				
			3.3 Digital camera	Q20050				
			Illuminator	OK				
			Camera Column	OK				
			5.0 Digital Camera	Q19700				
			50mm lens	OK				
			ASL filter kit	OK				
			LED Lighting System	Zylight				
			EZDoc Plus Software	CASEWORKS 2.0.7.126				
<b>P.O. #11708847</b>		<b>10/7/2010</b>	Computer	82811	<b>Expired</b>	<b>No Charge</b>	<b>No Charge</b>	<b>No Charge</b>
			Computer			<b>No Charge</b>	<b>No Charge</b>	<b>No Charge</b>
<b>P.O. 11322030-1</b>	<b>W9962</b>	<b>2/2/2011</b>	HD Cameras (3)	NY680730-P; NY680733-P; NY680732-P	<b>Expired</b>	<b>\$ 7,669.50</b>	<b>\$ 7,669.50</b>	<b>\$ 7,669.50</b>
			CASEWORKS Interface (3)	2.0.7.126				
			Microscope Adapters (5)	OK				
			Imaging Boards (3)	OK				
			Digital Camera	Infinity X 170195				

Department Section	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/12 - 11/28/13	11/29/13 - 11/28/14	11/29/14 - 11/28/15
		<b>Software Only</b>						
			FSC-TRACE-21	CASEWORKS 2.0.7.126				
			FSC-TRACE-22	CASEWORKS 2.0.7.126				
			FSC-TRACE-24	CASEWORKS 2.0.7.126				
			FSC-TRACE-25	CASEWORKS 2.0.7.126				
			FSC-TRACE-26	CASEWORKS 2.0.7.126				
			FSC-TRACE-28	CASEWORKS 2.0.7.126				
			FSC-TRACE-32	CASEWORKS 2.0.7.126				
			FSC-TRACE-42	CASEWORKS 2.0.7.126				
			FSC-TRACE-19	CASEWORKS 2.0.7.126				
<b>Latents</b>	<b>W8943 rev 2</b>	<b>April, 2007</b>	<b>Mobile Expert Training System</b>		<b>Expired</b>	<b>\$ 3,101.90</b>	<b>\$ 3,101.90</b>	<b>\$ 3,101.90</b>
<b>P.O. #31101910</b>			Elevate Workbench					
			Camera Column					
			FlexArm System					
			Computer					
			19" Monitor					
			Monitor Mount					
			5.0 MegaPixel Camera					
			12mm lens					
			Filter Set					
			LED Lighting System					
			Clamps for Lights					
			Scanner					
			Printer					
			Printer Paper					
			EZDoc Plus Software					
	<b>W8944 rev 2</b>	<b>April, 2007</b>	<b>Mobile Comparison System</b>		<b>Expired</b>	<b>\$ 2,802.40</b>	<b>\$ 2,802.40</b>	<b>\$ 2,802.40</b>
<b>P.O.# 31101910</b>			Elevate Workbench					
			Camera Column					
			FlexArm System					
			Computer					
			19" Monitor					
			Monitor Mount					
			Camera					
			12mm lens					
			Filter Set					
			LED Lighting System					
			Clamps for Lights					
			Scanner					
			Printer					
			Printer Paper					
			EZDoc Plus Software					
<b>DPO-SH-36509260-2</b>								
	<b>W9427</b>	<b>7/22/2009</b>	<b>CASEWORKS Software - 47</b>		<b>Expired</b>	<b>\$ 16,523.32</b>	<b>\$ 16,523.32</b>	<b>\$ 16,523.32</b>
		<b>Software only</b>						
			FSC-LP-13 Herzberg	CASEWORKS 2.0.7.126N				
			FSC-LP-17 Herzberg	CASEWORKS 2.0.7.126N				
			FSC-LP-26 Herzberg	CASEWORKS 2.0.7.126				
			FSC-LP-45 Herzberg	CASEWORKS 2.0.7.126				
			FSC-LP-46 Beverly	CASEWORKS 2.0.5.89				
			FSC-LP-47 Beverly	CASEWORKS 2.0.5.89				
			FSC-LP-48 Beverly	CASEWORKS 2.0.5.89				
			FSC-LP-49 Beverly	CASEWORKS 2.0.5.89				
			SDM-SSB-LP11 Beverly	CASEWORKS 2.0.5.89				
			SSB-LP-65 Herzberg	CASEWORKS 2.0.7.126N				
<b>SH-11321787-1</b>								
	<b>W9501rev1</b>	<b>12/16/2010</b>	<b>CASEWORKS Latent Training Module (4)</b>		<b>Expired</b>	<b>\$ 3,398.00</b>	<b>\$ 3,398.00</b>	<b>\$ 3,398.00</b>
			<b>CASEWORKS Latent Training Appliances (4)</b>					
			<b>Backup Device (1)</b>					

Department Section	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/12 - 11/28/13	11/29/13 - 11/28/14	11/29/14 - 11/28/15
<b>PO-SH-12323039</b>		<b>4/9/2012</b>	STAR Network Server License		4/8/2013	\$ 1,999.66	\$ 2,999.50	\$ 2,999.50
			DSC Interface		4/8/2013	\$ 666.33	\$ 999.50	\$ 999.50
			NIST Interface and 47 client licenses		4/8/2013	\$ 5,350.66	\$ 8,026.00	\$ 8,026.00
			Workflow Assessment			N/C		
			Software Customization			N/C		
			Training			N/C		
<b>P.O. #Q43406</b>	<b>Epson</b>	<b>6/4/2008</b>	Epson Scanners - 47	OK	Expired	\$ 2,815.30	\$ 2,815.30	\$ 2,815.30
<b>P.O. #Q43313</b>	<b>Dell</b>	<b>5/28/2008</b>	24" Monitors - 47	OK	Expired	\$ 1,856.50	\$ 1,856.50	\$ 1,856.50
<b>Photo Lab</b>	<b>W8946 rev1</b>	<b>April, 2007</b>	<b>Digital Image Management System</b>			\$ 5,893.00	\$ 5,893.00	\$ 5,893.00
<b>P.O. #31100353</b>			Computer - 4	73136				
				73138				
				73137				
				73135				
			24" monitor - 4	HPLP2465CNK7470PDJ				
				HPLP2465CNK7471282				
				HPLP2465CNK7460VT4				
				HPLP2465CNK7470PK3				
			Canon Camera	OK				
			Canon 50mm lens	OK				
			100mm lens	OK				
			105mm lens	OK				
			flash	OK				
			Photoshop Software -4	OK				
			EZDoc Plus Software - 6	CASEWORKS 2.0.7.126				
			KIOSK (4)	1.0.5.75				
		Software Only	FSC-PHOTO-15	CASEWORKS 2.0.7.126				
			FSC-PHOTO-16	CASEWORKS 2.0.7.126				
<b>QD (existing)</b>	<b>3000268</b>	<b>1997</b>	<b>CLAB</b>		Expired	\$ 3,806.94	\$ 3,806.94	\$ 3,806.94
			Sony DCX Camera	OK				
			Computer	71013				
				DELL AX510; OC730C-71623-06L-3001				
			2 monitors					
			SZX12 Microscope	8L05091				
			Sony Video Printer	11232				
	<b>3004441</b>	<b>1998</b>	<b>Digital Darkroom</b>		Expired	\$ 4,036.30	\$ 4,036.30	\$ 4,036.30
			Server (Upgrade 7/26/04)	ESP36250296				
			Epson Scanner	Expression 10000XL				
				Epson Sytlus Pro 9880				
			Large format printer	JZ20003089				
<b>QD</b>	<b>W9002</b>	<b>28-Sep-07</b>	<b>Forensic Workstation</b>		Expired	\$ 5,529.59	\$ 5,529.59	\$ 5,529.59
<b>P.O.#31104694</b>			Workbench - 72"	OK				
			Computer	71012				
			24" monitor	HP LP2465				
			FlexArm	OK				
			G7 Digital Camera/aux lens	4521300123				
			Camera Column	OK				
			5.0 Digital Camera	Q19881				
			50mm lens	OK				
			ASL filter kit	OK				
			LED Lighting System	Zylight				
			MP4 Camera Back	Betterlight				
			Camera Back Controller	Model 3040				
			Software	CASEWORKS 2.0.7.126				





			<b>Los Angeles County Sheriff's Department</b>						
			<b>Mideo Forensic Imaging Equipment Maintenance and Support Services</b>						
			<b>Exhibit C - Equipment List and Price Schedule - Part II</b>						
Department Section	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date (Warranty)	11/29/15 - 11/28/16 Option Year 1	11/29/16 - 11/28/17 Option Year 2	11/29/17 - 11/28/18 Option Year 3	11/29/18 - 11/28/19 Option Year 4
<b>Firearms (existing)</b>	<b>31065489</b>								
<b>System 1</b>		<b>Sept., 2005</b>			<b>Expired</b>				
			Lumenera Inf4	S# 00170262					
			Lumenera Inf3						
			Computer - 4	69166 shuttle					
			17" Monitor- 4	LCD 92VX#71K46856NA					
			Adapters - 5	OK					
			Adapters - 1	OK					
			Software	CASEWORKS 2.0.7.126					
<b>System 2</b>		<b>Sept., 2005</b>			<b>Expired</b>				
			Lumenera Inf4	S#0017258					
			Lumenera Inf3						
			Computer	57340 shuttle					
			Monitor	LCD 72V#55161594NA					
			Software	CASEWORKS 2.0.7.126					
<b>Systems 3</b>		<b>Sept., 2005</b>			<b>Expired</b>				
			Lumenera	S#00170266					
			Computer	57388 Shuttle					
			Monitor	LCD72V#55161594NA					
			Software	CASEWORKS 2.0.7.126					
<b>System 4</b>		<b>Sept., 2005</b>			<b>Expired</b>				
			Lumenera	S#00170261					
			Computer	57388 Shuttle					
			Monitor	LCD72V#54151600NA					
			Software	CASEWORKS 2.0.7.126					
<b>TOTALS</b>						\$ 4,175.00	\$ 4,175.00	\$ 4,175.00	\$ 4,175.00
<b>BioExpert</b>	<b>3004751</b>	<b>6/29/2000</b>	Canon Camera		<b>Expired</b>	\$ 3,642.40	\$ 3,642.40	\$ 3,642.40	\$ 3,642.40
		<b>Upgraded 9/27/05</b>	Monitor						
			Stereo Scope						
			Software	CASEWORKS 2.0.7.126					
<b>Firearms</b>	<b>W9052 Rev2</b>	<b>April, 2007</b>	<b>Forensic Workstation 1</b>			\$ 7,625.40	\$ 7,625.40	\$ 7,625.40	\$ 7,625.40
<b>P.O. #31100349</b>			Workbench	OK					
			Computer	69167 Shuttle					
			24" monitor	HP LP2465#CNK7040WCW					
			FlexArm	OK					
			Digital Macro Camera	Canon G7 #4421201667					
			Auxiliary lenses	OK					
			SZ6145 StereoMicroscope	OK					
			Ball Bearing Boom Arm w/illum plate	OK					
			Illuminator	702010					
			3.3 MP MicroCamera	Q18804					
			19" monitor	NA					
			Camera Column	KAISER					
			3.3 Digital camera	Infinity2 #00174895					
			50mm lens	Fujinon HF50SA					
			ASL filter kit	OK					
			LED Lighting System	OK					
			Software	CASEWORKS 2.0.7.126					
<b>Firearms</b>			<b>For Existing Comparison Scopes</b>						
<b>P.O. #31100349</b>			Software - 4	CASEWORKS 2.0.7.126					
			3.3 digital cameras - 3	Infinity 4 00170257					
			computers -3	57339 Shuttle					
			monitor mts - 3	OK					
			19"monitors -3	OK					

Department	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/15 - 11/28/16	11/29/16 - 11/28/17	11/29/17 - 11/28/18	11/29/18 - 11/28/19
Firearms	W8801	April, 2007	Mideo/Leica Systems			\$ 4,112.00	\$ 4,112.00	\$ 4,112.00	\$ 4,112.00
			Inf 3.3 cameras - 4	S#00174900					
				S#00174897					
				S#00174898					
				S#00179346					
			Computers (4)	S#69169 shuttle					
				Demo shuttle					
				New tower S#85023					
				595470 shuttle					
			monitors - 4	Dell CN05Y2327161846ABAW9					
				NEC LCD92VX#71K46311					
				NEC LCD92VK#71K46331NA					
				NEC LCD92VK#71K48348NA					
			Software - 4	CASEWORKS 2.0.7.126					
				CASEWORKS 2.0.7.126					
				CASEWORKS 2.0.7.126					
				CASEWORKS 2.0.7.126					
Firearms	W9050	April, 2007	Mideo/Olympus Systems			\$ 1,228.00	\$ 1,228.00	\$ 1,228.00	\$ 1,228.00
			Inf 3.3 camera	Infinity4 00170058					
			computer	69168 Shuttle					
			monitor	NEC LCD 92VK#73K52090NA					
			Software	CASEWORKS 2.0.7.126					
			Software Only						
			FSC-FA-31	CASEWORKS 2.0.7.126					
			FSC-FA-43	CASEWORKS 2.0.7.126					
			FSC-FA-44	CASEWORKS 2.0.5.89 replaced					
			FSC-FA-47	CASEWORKS 2.0.7.126					
			FSC-FA-48	CASEWORKS 2.0.7.126					
			FSC-FA-49	CASEWORKS 2.0.7.126					
			FSC-FA-50	CASEWORKS 2.0.7.126					
			FSC-FA-51	CASEWORKS 2.0.7.126					
			FSC-FA-52	CASEWORKS 2.0.7.126					
			FSC-FA-53	CASEWORKS 2.0.7.126					
			FSC-FA-55	CASEWORKS 2.0.7.126					
			FSC-FA-59	CASEWORKS 2.0.7.126					
			FSC-FA-67	CASEWORKS 2.0.7.126					
			SSB-FA-35	CASEWORKS 2.0.5.89 replaced					
			SSB-FA-36	CASEWORKS 2.0.5.89 replaced					
			FSC-FA-60	CASEWORKS 2.0.7.126					
			SSB-LP-56	CASEWORKS 2.0.7.126					
			FSC-SUPV-JPC	CASEWORKS 2.0.7.126					
		April, 2007							
NARCO	W9106				Expired	\$ 14,557.06	\$ 14,557.06	\$ 14,557.06	\$ 14,557.06
P.O. #31101925			Software	EZDoc Plus - 1	CASEWORKS				
				EZDoc Plus Upgrades - 10	CASEWORKS				
				EZDoc Plus Viewers - 47	CASEWORKS				
	West Covina	Benchtop System	Benchtop	OK					
			Flexarm	OK					
			Computer	SD32G2BORO733F00204					
			Monitor Mount	OK					
			19" monitor	S75MO7942NA					
			Macro Camera	4721301622					
			Illuminator	OK					
	West Covina	Benchtop System	Benchtop	OK					
			Flexarm	OK					
			Computer	SD32G2BORO709F00243					
			Monitor Mount	OK					
			19" monitor	576MO7683NA					
			Macro Camera	4721301414					
			Illuminator						

Department	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/15 - 11/28/16	11/29/16 - 11/28/17	11/29/17 - 11/28/18	11/29/18 - 11/28/19
	Downey	Benchtop System	Computer	SD32G2BORO709F00241					
			19" Monitor	71K46326NA					
			Macro Camera	4721301396 Canon PC1210					
			Camera Mt. adapter	OK					
	Downey	Benchtop System	Computer	SD32G2BORO72300109					
			19" Monitor	76M07257NA					
			Macro Camera	4721301420 Canon PC1210					
			Camera Mt. adapter	OK					
	Downey	Benchtop System	Computer	SD32G2BORO723F00200					
			Monitor	76M07684NA					
			Macro Camera	4721301424 Canon PC1210					
			Camera Mt. adapter	OK					
	Downey	Benchtop System	Computer	SD32G2BORO723F00197					
			Monitor	76M07674NA					
			Macro Camera	4721301132 Canon PC1210					
			Camera Mt. adapter	OK					
	Lancaster	Benchtop System 7	Computer	SD32G2BORO733F00080					
			Monitor	76M07936NA					
			Macro Camera	4721301391					
			Camera Mt. adapter	OK					
	Lancaster	Benchtop System 8	Computer	SD32G2BORO733F00265					
			Monitor	76M07265NA					
			Macro Camera	4721301397					
			Camera Mt. adapter	OK					
	Century	Benchtop System 9	Computer	SD32G2BORO723F00071					
			Monitor	76M07878NA					
			Macro Camera	4721301392					
			Camera Mt. adapter	OK					
	Century	Benchtop System 10	Computer	SD32G2BORO723F00097					
			Monitor	S76M07649NA					
			Macro Camera	4221202037					
			Camera Mt. Adapter	OK					
	CPE	Benchtop System 11	Computer	69726					
			Monitor						
			Macro Camera	4521300121					
			Camera Mt. Adapter	OK					
Biology (existing)	PP40507	5-Feb-98			Expired	\$ 3,084.75	\$ 3,084.75	\$ 3,084.75	\$ 3,084.75
		Upgraded 9/27/05	Canon G6						
			Lumenera Camera						
			Computer						
			Monitor						
			Olympus Microscope						
	31074195	Feb. 2006	Software		Expired	\$ 2,291.90	\$ 2,291.90	\$ 2,291.90	\$ 2,291.90
		Upgraded 9/27/05	Mobile Cart	OK					
			FlexArm	OK					
			SZ6145 Microscope	160027					
			Boom Stand	OK					
			Illuminator & Ring Light	F31221					
			Canon G7	4321202780					
			MP 3.3 RTV Camera	169336					
			Computer	68711 Shuttle					
			19" Monitor	Viewsonic VG920PT1061762913					
			Monitor Mount	OK					
			Software	CASEWORKS 2.0.7.126					

Department	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/15 - 11/28/16	11/29/16 - 11/28/17	11/29/17 - 11/28/18	11/29/18 - 11/28/19
	31074219	2/2/2006	Software - lites -11		Expired	\$ 2,299.00	\$ 2,299.00	\$ 2,299.00	\$ 2,299.00
	31076022	3/20/2006	Motorized Sperm Cell		Expired	\$ 6,602.80	\$ 6,602.80	\$ 6,602.80	\$ 6,602.80
		System 1	BX45 microscope	6A21617					
			Motorized Stage System	Prior Optiscan 53102					
			Computer	61640 Shuttle					
			19" monitor	NECLCD92VX5ZD00258NA					
			Flashpoint Video Card	OK					
			DXC 990 Camera	120047					
			Motorized Sperm Cell	52028					
			Software	CASEWORKS 2.0.7.126					
		System 2	Motorized Sperm Cell						
			BX45 microscope	6A21616					
			Motorized Stage System	Prior Optiscan 53898/52030					
			Computer	61639 Shuttle					
			19" monitor	NEC LCD92VX5ZD00259NA					
			Flashpoint Video Card	OK					
			DXC 990 Camera	120046					
Biology	W9029	April, 2007	Software lites - 20	CASEWORKS 2.0.7.126	Expired	\$ 5,998.50	\$ 5,998.50	\$ 5,998.50	\$ 5,998.50
P.O. #31100412									
P.O. #31100340	W9026	April, 2007	Sperm Cell ID System		Expired	\$ 3,333.80	\$ 3,333.80	\$ 3,333.80	\$ 3,333.80
			BX45 scope	72C22662					
			3 axis stage	R371700					
			Controller	60013					
			Joystick	R0471806					
			Keypad	59987					
			computer	68712					
			3CCD camera	120165					
			Video Card	OK					
			Cables	OK					
			Software (EZDoc Plus)	CASEWORKS 2.0.7.126					
P.O. #31100340	W9027	April, 2007	BioExpert Upgrade		Expired	\$ 775.10	\$ 775.10	\$ 775.10	\$ 775.10
			Mobile Cart	OK					
			Monitor Mount	OK					
			Flexarm Upgrade	OK					
			Macro Aux lenses for G6	OK					
			Computer	68709Shuttle					
			Boom Arm	OK					
			.5X lens	OK					
P.O. #31100340	W9028	April, 2007			Expired	\$ 4,050.39	\$ 4,050.39	\$ 4,050.39	\$ 4,050.39
			Forensic Workstation1						
			Workbench - 72"	OK					
			FlexArm with Clamp	OK					
			Macro Digital Camera - G7	(21) 4321202779					
			Lenses	OK					
			LED lighting with Clamps	OK					
			Computer	68709					
			24" Monitor	CNK7050WCC					
			EZDoc Plus	CASEWORKS 2.0.7.126					
			Forensic Workstation 2						
			Workbench- 72"	OK					
			FlexArm with Clamp	OK					
			Macro Digital Camera G7	(21) 4321202780					
			Lenses	OK					
			LED lighting with Clamps	OK					
			Computer	68710					
			24" Monitor	CNK7020J97					
			EZDoc Plus	CASEWORKS 2.0.7.126					
Trace (Existing)	PP40507	2/5/1998	BioExpert		Expired	\$ 3,084.75	\$ 3,084.75	\$ 3,084.75	\$ 3,084.75
		Upgraded 9/27/05	Canon	G6 0521202278					
			Lumenera	RTV-010 7A-1532					
			Computer	80521 Shuttle					
			Monitor	OK					
			Microscope	SZ61					
			Software	CASEWORKS 2.0.7.126					

Department	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/15 - 11/28/16	11/29/16 - 11/28/17	11/29/17 - 11/28/18	11/29/18 - 11/28/19
Trace	W8949D	April, 2007	Forensic Workstation 1		Expired	\$ 4,470.88	\$ 4,470.88	\$ 4,470.88	\$ 4,470.88
P.O. #31100367			Workbench - 72"	OK					
			Computer	81847					
			24" monitor	HP LP2465					
			FlexArm	OK					
			Digital Camera - G7	2921001776					
			Aux Lens	OK					
			SZX-7 Microscope	OK					
			Stand with LED Illumination	OK					
			Positioning Stage	OK					
			Motorized Boom Arm with column	OK					
			Focus Block Mount Bonder Arm	OK					
			3.3 Digital camera	Q16974					
			Illuminator	OK					
			Camera Column	OK					
			5.0 Digital Camera	Q15698					
			50mm lens	OK					
			ASL filter kit	OK					
			LED Lighting System	Zylight					
P.O. #31101906			Forensic Workstation2		Expired	\$ 4,470.88	\$ 4,470.88	\$ 4,470.88	\$ 4,470.88
			Workbench - 72"	OK					
			Computer	81848					
			24" monitor	HP LP2465					
			FlexArm	OK					
			Digital Camera - G7	4521300128					
			Aux Lens	OK					
			SZX-7 Microscope	6K15632					
			Stand with LED Illumination	OK					
			Positioning Stage	OK					
			Motorized Boom Arm with column	OK					
			3.3 Digital camera	Q20050					
			Illuminator	OK					
			Camera Column	OK					
			5.0 Digital Camera	Q19700					
			50mm lens	OK					
			ASL filter kit	OK					
			LED Lighting System	Zylight					
			EZDoc Plus Software	CASEWORKS 2.0.7.126					
			EZDoc Plus Software	CASEWORKS 2.0.7.126					
P.O. #11708847		10/7/2010	Computer	82811	Expired	No Charge	No Charge	No Charge	No Charge
			Computer			No Charge	No Charge	No Charge	No Charge
P.O. 11322030-1	W9962	2/2/2011	HD Cameras (3)	NY680730-P; NY680733-P; NY680732-P	Expired	\$ 7,669.50	\$ 7,669.50	\$ 7,669.50	\$ 7,669.50
			CASEWORKS Interface (3)	2.0.7.126					
			Microscope Adapters (5)	OK					
			Imaging Boards (3)	OK					
			Digital Camera	Infinity X 170195					
			Software Only						
			FSC-TRACE-21	CASEWORKS 2.0.7.126					
			FSC-TRACE-22	CASEWORKS 2.0.7.126					
			FSC-TRACE-24	CASEWORKS 2.0.7.126					
			FSC-TRACE-25	CASEWORKS 2.0.7.126					
			FSC-TRACE-26	CASEWORKS 2.0.7.126					
			FSC-TRACE-28	CASEWORKS 2.0.7.126					
			FSC-TRACE-32	CASEWORKS 2.0.7.126					
			FSC-TRACE-42	CASEWORKS 2.0.7.126					
			FSC-TRACE-19	CASEWORKS 2.0.7.126					

Department	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/15 - 11/28/16	11/29/16 - 11/28/17	11/29/17 - 11/28/18	11/29/18 - 11/28/19
Latents	W8943 rev 2	April, 2007	Mobile Expert Training System		Expired	\$ 3,101.90	\$ 3,101.90	\$ 3,101.90	\$ 3,101.90
P.O. #31101910			Elevate Workbench						
			Camera Column						
			FlexArm System						
			Computer						
			19" Monitor						
			Monitor Mount						
			5.0 MegaPixel Camera						
			12mm lens						
			Filter Set						
			LED Lighting System						
			Clamps for Lights						
			Scanner						
			Printer						
			Printer Paper						
			EZDoc Plus Software						
	W8944 rev 2	April, 2007	Mobile Comparison System		Expired	\$ 2,802.40	\$ 2,802.40	\$ 2,802.40	\$ 2,802.40
P.O.# 31101910			Elevate Workbench						
			Camera Column						
			FlexArm System						
			Computer						
			19" Monitor						
			Monitor Mount						
			Camera						
			12mm lens						
			Filter Set						
			LED Lighting System						
			Clamps for Lights						
			Scanner						
			Printer						
			Printer Paper						
			EZDoc Plus Software						
DPO-SH-36509260-2	W9427	7/22/2009	CASEWORKS Software - 47		Expired	\$ 16,523.32	\$ 16,523.32	\$ 16,523.32	\$ 16,523.32
		Software only							
			FSC-LP-13 Herzberg	CASEWORKS 2.0.7.126N					
			FSC-LP-17 Herzberg	CASEWORKS 2.0.7.126N					
			FSC-LP-26 Herzberg	CASEWORKS 2.0.7.126					
			FSC-LP-45 Herzberg	CASEWORKS 2.0.7.126					
			FSC-LP-46 Beverly	CASEWORKS 2.0.5.89					
			FSC-LP-47 Beverly	CASEWORKS 2.0.5.89					
			FSC-LP-48 Beverly	CASEWORKS 2.0.5.89					
			FSC-LP-49 Beverly	CASEWORKS 2.0.5.89					
			SDM-SSB-LP11 Beverly	CASEWORKS 2.0.5.89					
			SSB-LP-65 Herzberg	CASEWORKS 2.0.7.126N					
SH-11321787-1	W9501rev1	12/16/2010	CASEWORKS Latent Training Module (4)		Expired	\$ 3,398.00	\$ 3,398.00	\$ 3,398.00	\$ 3,398.00
			CASEWORKS Latent Training Appliances (4)						
			Backup Device (1)						
PO-SH-12323039		4/9/2012	STAR Network Server License		4/8/2013	\$ 2,999.50	\$ 2,999.50	\$ 2,999.50	\$ 2,999.50
			DSC Interface		4/8/2013	\$ 999.50	\$ 999.50	\$ 999.50	\$ 999.50
			NIST Interface and 47 client licenses		4/8/2013	\$ 8,026.00	\$ 8,026.00	\$ 8,026.00	\$ 8,026.00
			Workflow Assessment						
			Software Customization						
			Training						
P.O. #Q43406	Epson	6/4/2008	Epson Scanners - 47	OK	Expired	\$ 2,815.30	\$ 2,815.30	\$ 2,815.30	\$ 2,815.30
P.O. #Q43313	Dell	5/28/2008	24" Monitors - 47	OK	Expired	\$ 1,856.50	\$ 1,856.50	\$ 1,856.50	\$ 1,856.50

Department	P.O./Quote #	Purchase Date	Equipment	Serial Number	Exp Date	11/29/15 - 11/28/16	11/29/16 - 11/28/17	11/29/17 - 11/28/18	11/29/18 - 11/28/19
Photo Lab	W8946 rev1	April, 2007	Digital Image Management System			\$ 5,893.00	\$ 5,893.00	\$ 5,893.00	\$ 5,893.00
P.O. #31100353			Computer - 4	73136					
				73138					
				73137					
				73135					
			24" monitor - 4	HP2465CNK7470PDJ					
				HP2465CNK7471282					
				HP2465CNK7460V14					
				HP2465CNK7470PK3					
			Canon Camera	OK					
			Canon 50mm lens	OK					
			100mm lens	OK					
			105mm lens	OK					
			flash	OK					
			Photoshop Software -4	OK					
			EZDoc Plus Software - 6	CASEWORKS 2.0.7.126					
			KIOSK (4)	1.0.5.75					
			Software Only	FSC-PHOTO-15	CASEWORKS 2.0.7.126				
				FSC-PHOTO-16	CASEWORKS 2.0.7.126				
QD	3000268	1997	CLAB		Expired	\$ 3,806.94	\$ 3,806.94	\$ 3,806.94	\$ 3,806.94
			Sony DCX Camera	OK					
			Computer	71013					
			2 monitors	DELL AX510; OC730C-71623-06L-3001					
			SZX12 Microscope	8L05091					
			Sony Video Printer	11232					
	3004441	1998	Digital Darkroom		Expired	\$ 4,036.30	\$ 4,036.30	\$ 4,036.30	\$ 4,036.30
			Server (Upgrade 7/26/04)	ESP36250296					
			Epson Scanner	Expression 10000XL					
			Large format printer	Epson Syllus Pro 9880 JZ20003089					
QD	W9002	28-Sep-07	Forensic Workstation		Expired	\$ 5,529.59	\$ 5,529.59	\$ 5,529.59	\$ 5,529.59
P.O. #31104694			Workbench - 72"	OK					
			Computer	71012					
			24" monitor	HP LP2465					
			FlexArm	OK					
			G7 Digital Camera/aux lens	4521300123					
			Camera Column	OK					
			5.0 Digital Camera	Q19881					
			50mm lens	OK					
			ASL filter kit	OK					
			LED Lighting System	Zylight					
			MP4 Camera Back	Betterlight					
			Camera Back Controller	Model 3040					
			Software	CASEWORKS 2.0.7.126					
QD	W9002	28-Sep-07	Forensic Workstation		Expired	\$ 5,529.59	\$ 5,529.59	\$ 5,529.59	\$ 5,529.59
P.O. #31104694			Mobile Cart	OK					
			Monitor Mount	OK					
			3.3 RTV Digital Camera	Q19717					
			19" Monitor	Dell AX510					
			EZDoc Plus Software	CASEWORKS 2.0.7.126					
			Microsoft Office Software						
			Computer	66565 Shuttle					





## **EXHIBIT D**

### **CONTRACTOR'S EEO CERTIFICATION**

### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

## EXHIBIT D

### CONTRACTOR'S EEO CERTIFICATION

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

#### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

#### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**EXHIBIT E1**

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT**

**EXHIBIT E2**

**CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT**

**MIDEO FORENSIC IMAGING EQUIPMENT  
MAINTENANCE AND SUPPORT SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**EXHIBIT E1**

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

*County of Los Angeles  
Sheriff's Department*

*Mideo Forensic Imaging Equipment  
Maintenance and Support Services  
Exhibits E1 and E2*

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**EXHIBIT E2**

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

County of Los Angeles  
Sheriff's Department

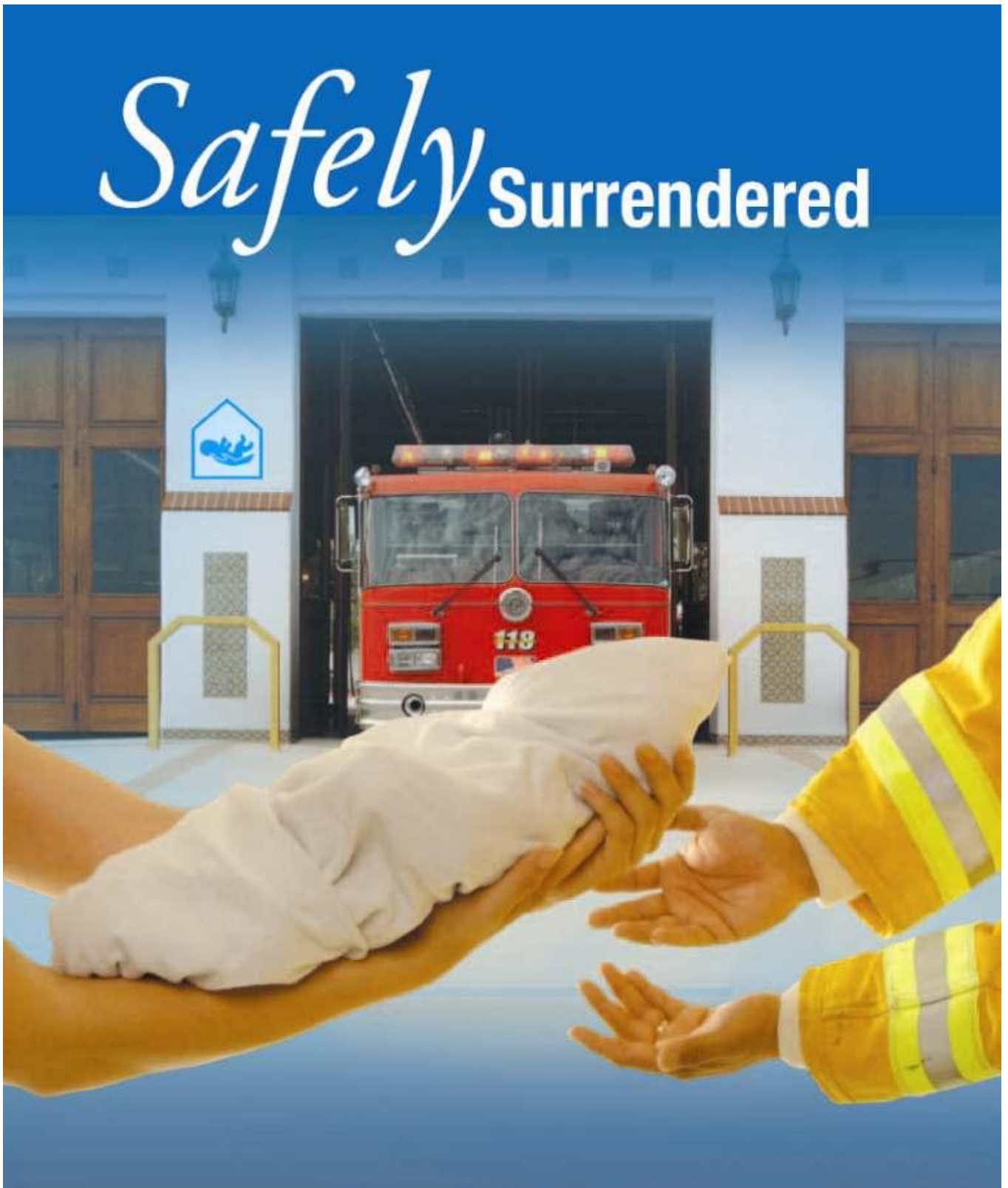
Mideo Forensic Imaging Equipment  
Maintenance and Support Services  
Exhibits E1 and E2

## **EXHIBIT F**

### **SAFELY SURRENDERED BABY LAW**

### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

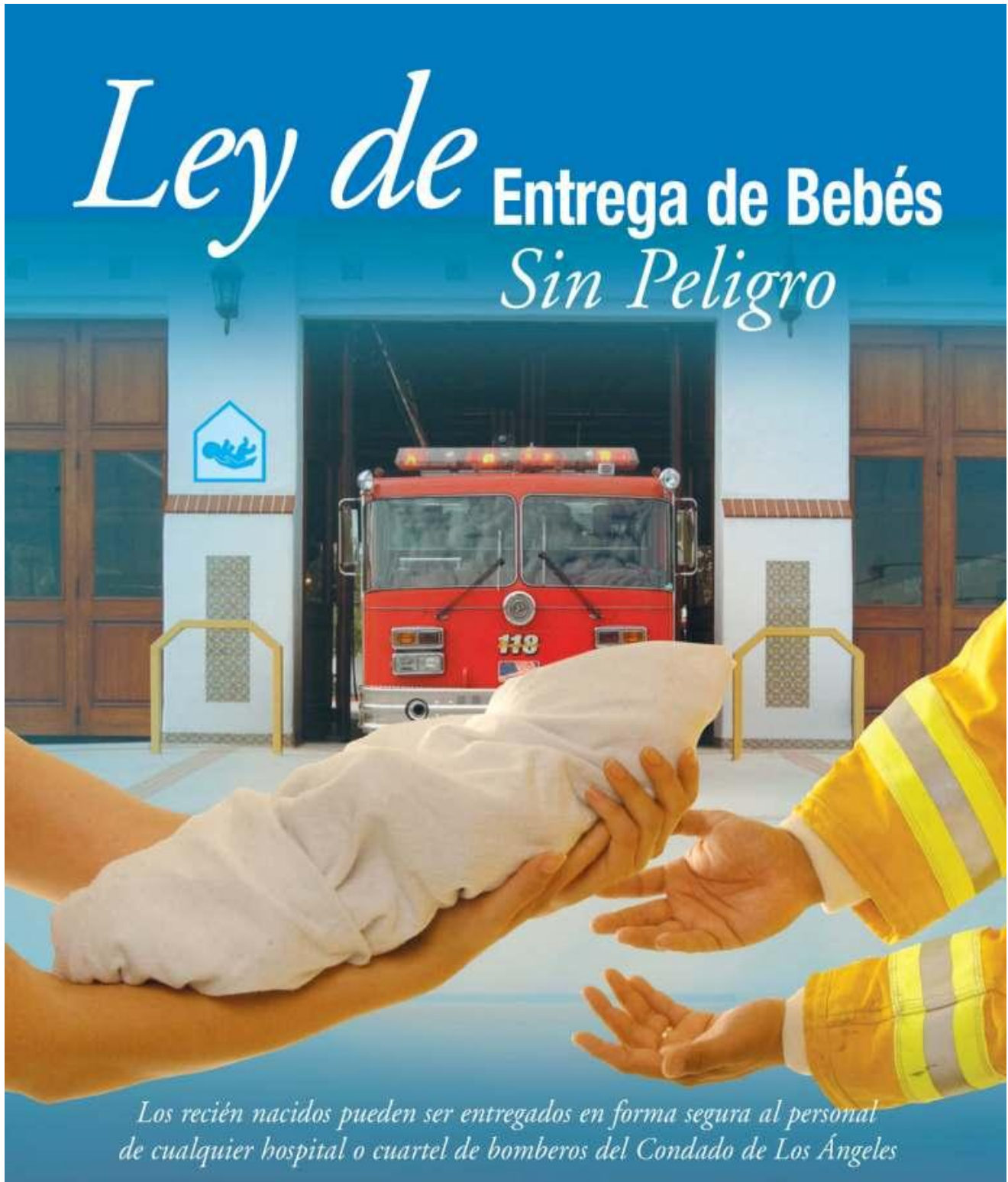
## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was given a stamped return envelope and a questionnaire to fill out, which would be used to gather important medical history information, which is very useful in caring for the baby. The aunt was given a stamped return envelope and a questionnaire to fill out, which would be used to gather important medical history information, which is very useful in caring for the baby.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## **EXHIBIT G**

### **JURY SERVICE ORDINANCE**

#### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

## EXHIBIT G

### Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

#### **2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

## EXHIBIT G

### Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
  1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

## EXHIBIT G

### Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

#### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), (2002)

EXHIBIT G

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

## **EXHIBIT H**

### **CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**



**EXHIBIT H**  
**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE**  
**PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's Agreement is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All contractors or subcontractors must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the contractor or subcontractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Agreement for Mideo Forensic Imaging Equipment Maintenance and Support Services		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

# **EXHIBIT I**

## **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

## EXHIBIT I

### Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 2

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

#### **2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and  
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.050 Administration and compliance certification.**

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

#### **2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

## **EXHIBIT J**

### **CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE**

### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

## EXHIBIT J

### CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Agreement Number		

The Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:



## **EXHIBIT K**

### **CONTRACT DISCREPANCY REPORT (CDR)**

### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**



**EXHIBIT K**  
**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_  
                  **Returned by Contractor:** \_\_\_\_\_  
                  **Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date

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Contractor Representative's Signature and Date

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## **EXHIBIT L**

### **ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS**

### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

## EXHIBIT L

### ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractor shall complete all of the following information and sign where indicated below.

A. Contractor has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) \_\_\_\_\_ NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

## **EXHIBIT M**

### **CERTIFICATION OF NO CONFLICT OF INTEREST**

### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

## EXHIBIT M

### CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

#### CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

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Contractor Name

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Contractor Official Title

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Official's Signature





## **EXHIBIT N**

### **FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

**EXHIBIT N**  
**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE**  
**CERTIFICATION**

The Contractor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Contractor's organization have and will comply with it during the Agreement Term; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT O**

### **USER ACKNOWLEDGEMENT INFORMATION TECHNOLOGY ASSETS, COMPUTERS, NETWORKS, SYSTEMS, AND DATA**

### **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**

## LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

### USER ACKNOWLEDGEMENT INFORMATION TECHNOLOGY ASSETS, COMPUTERS, NETWORKS, SYSTEMS, AND DATA

As a Los Angeles County Sheriff's Department employee, contractor, vendor, employee of contractor or vendor, or other authorized user of Sheriff's Department's Information Technology (IT) assets including computers, networks, systems, and data, I understand that I occupy a position of trust. As a user of Sheriff's Department's IT assets, I agree to the following:

Security access controls: I will not subvert or bypass any security measure or system which has been implemented to control or restrict access to computers, networks, systems, or data. I will not share my computer identification codes (log-in ID, computer access codes, account codes, ID's, etc.) or passwords.

Approved business purposes: I will use Sheriff's Department's Information Technology (IT) assets including computers, networks, systems, and data for Sheriff's Department's management approved business purposes only.

Confidentiality: I will not access or disclose any program code, data, information, or documentation to any individual or organization unless specifically authorized to do so by the recognized information owner.

Computer virus and malicious code: I will not intentionally introduce any computer virus, worms or malicious code into any computer, network, system or data. I will not disable or delete computer security systems -- including virus detection and eradication software -- on computers, servers, or other computing devices.

Offensive materials: I will not access or send any offensive materials, e.g., sexually explicit, racial, harmful or insensitive text or images, over Sheriff's Department owned, leased or managed local or wide area networks, including the public Internet and other electronic mail systems, unless it is in the performance of my assigned job duties.

Public Internet: I understand that the Public Internet is uncensored and contains many sites that may be considered offensive in both text and images. I will use Sheriff's Department's Internet services for approved business purposes only, e.g., as a research tool or for electronic communication. I understand that the Sheriff's Department's Internet services are filtered, but I may still be exposed to offensive materials. I understand that my Internet activities may be logged and are subject to review by authorized individuals.

Electronic mail and other electronic data: I understand electronic mail (e-mail), mobile digital transmissions, and data, in either electronic or other forms, may be logged and are subject to review by authorized individuals.

Privacy: All electronic files and e-mail in Department systems are considered the property of the Los Angeles County Sheriff's Department and may be accessed without the employee's permission. The Department reserves the right to monitor electronic communications, data, and system such as e-mail, faxes, computer files, and networks. This may include inspecting files stored in Department systems, to ensure public resources are appropriately used for County-related business or in the course of employee supervision.

Copyrighted materials: I will not copy any licensed software or documentation except as permitted by the license agreement.

California Department of Justice Admonishment

As a Los Angeles County Sheriff's Department employee, contractor, vendor, employee of contractor or vendor, or other authorized user, you may have access to confidential criminal record and/or Department of Motor Vehicles record information which is controlled by statute. Misuse of such information may adversely affect the individual's civil rights and violates the law. California Penal Code Section 502 prescribes the penalties relating to computer crimes. California Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. California Penal Code Sections 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. California Government Code Section 6200 prescribes the felony penalties for misuse of public records and CLETS information. California Penal Code Sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

California Vehicle Code Section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicles record information.

Any employee, contractor, vendor, employee of contractor or vendor, or other authorized user who is responsible for such misuse is subject to disciplinary action. Violations of this law may also result in criminal and/or civil actions.

I understand that my non-compliance with any portion of this agreement may result in disciplinary action including my suspension, discharge, denial of service, cancellation of contracts, or both civil and criminal penalties.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
User Printed Name

\_\_\_\_\_  
Date

APPROVED AND ACKNOWLEDGED

\_\_\_\_\_  
Contractor Project Director Signature

\_\_\_\_\_  
Date

**EXHIBIT P**

**INVOICE DISCREPANCY REPORT  
(IDR)**

**MIDEO FORENSIC IMAGING EQUIPMENT  
MAINTENANCE AND SUPPORT SERVICES**

## INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Project Manager

Today's Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Subject Invoice: \_\_\_\_\_

Description of Issues with Subject Invoice:

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Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Project Manager

2. **REVIEWED:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Project Director

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

Date received from County Project Manager: \_\_\_\_\_

Explanation regarding Issues with Subject Invoice: \_\_\_\_\_

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Corrective Action Taken: \_\_\_\_\_

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Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Project Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

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5. **Approved by COUNTY:**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

6. **Contractor Notified on** \_\_\_\_\_ (Date)

### INSTRUCTIONS

County Project Manager: Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to County Project Manager in writing within ten (10) days of receipt of IDR.

County Project Manager: Forward completed IDR to Contracts Unit.



## **EXHIBIT Q**

### **IRS NOTICE 1015**

# **MIDEO FORENSIC IMAGING EQUIPMENT MAINTENANCE AND SUPPORT SERVICES**



Department of the Treasury  
**Internal Revenue Service**

## Notice 1015

(Rev. December 2007)

### **Have You Told Your Employees About the Earned Income Credit (EIC)?**

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#### **What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

#### **Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

#### **How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### **How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### **How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

#### **How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.